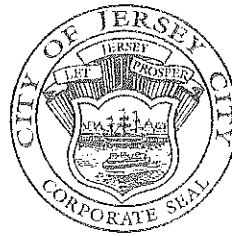


City Clerk File No. Ord. 15.164

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.164

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE TOD-N ZONE AND MAP B: ZONING OF THE MORRIS CANAL REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on May 27, 2015; and

**WHEREAS**, the existing Plan's Transit Oriented Development – North (TOD-N) Zone allows for 8-story buildings on lots at least 10,000 square feet; and

**WHEREAS**, there is a need citywide for more affordable housing; and

**WHEREAS**, the TOD-N Zone is located in close proximity to the Light Rail (HLRT), it would be appropriate permit mixed use multi-family buildings on all affected lots through the mechanism of an affordable housing bonus; and

**WHEREAS**, the Planning Board, at its meeting of November 10, 2015, determined that the Morris Canal Redevelopment Plan should be amended to revise the TOD-N Zone pertaining to Blocks 17505 and 17502; and

**WHEREAS**, a change to Map B: Zoning is appropriate to permit a property owner of a historically mixed-use building to convert ground floor residential back to commercial space by expanding the boundary of the Mixed Use "A" Zone to include Block 20304 Lot 27; and

**WHEREAS**, the Planning Board, at its meeting of October 20, 2015, determined that the Morris Canal Redevelopment Plan should be amended to revise Map B: Zoning to expand the Mixed Use "A" Zone to include Block 20304 Lot 27; and

**WHEREAS**, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP  
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE TOD-N ZONE AND MAP B: ZONING OF THE MORRIS CANAL REDEVELOPMENT PLAN**

**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Matt Ward, PP, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / mward@jcnj.org

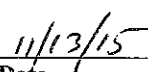
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


**Resolution Purpose**

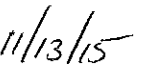
The proposed amendments revise the TOD-N zone and Map B: Zoning of the Morris Canal Redevelopment Plan. Currently, the existing Plan's Transit Oriented Development – North (TOD-N) Zone allows for 8-story buildings on lots at least 10,000 square feet. There is a need citywide for more affordable housing. The TOD-N Zone is located in close proximity to the Light Rail (HBLRT), it would be appropriate permit mixed use multi-family buildings on all affected lots through the mechanism of an affordable housing bonus. Additionally, a change to Map B: Zoning is appropriate to permit a property owner of a historically mixed-use building to convert ground floor residential back to commercial space by expanding the boundary of the Mixed Use "A" Zone to include Block 20304 Lot 27.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

  
Date

  
Signature of Department Director

  
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE TOD-N ZONE AND MAP B:  
ZONING OF THE MORRIS CANAL REDEVELOPMENT PLAN**

The proposed amendments revise the TOD-N zone and Map B: Zoning of the Morris Canal Redevelopment Plan. Currently, the existing Plan's Transit Oriented Development – North (TOD-N) Zone allows for 8-story buildings on lots at least 10,000 square feet. There is a need citywide for more affordable housing. The TOD-N Zone is located in close proximity to the Light Rail (HBLRT), it would be appropriate permit mixed use multi-family buildings on all affected lots through the mechanism of an affordable housing bonus. Additionally, a change to Map B: Zoning is appropriate to permit a property owner of a historically mixed-use building to convert ground floor residential back to commercial space by expanding the boundary of the Mixed Use "A" Zone to include Block 20304 Lot 27.

**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**



**Inter-Office Memorandum**

**DATE:** 11/13/ 2015  
**TO:** Council President Lavarro, Anthony Cruz, Bob Cotter  
**FROM:** Matt Ward, PP, AICP  
**SUBJECT:** Morris Canal Redevelopment Plan amendments

The proposed amendments revise the TOD-N zone and Map B: Zoning of the Morris Canal Redevelopment Plan.

Currently, the existing Plan's Transit Oriented Development – North (TOD-N) Zone allows for 8-story buildings on lots at least 10,000 square feet. There is a need citywide for more affordable housing. The TOD-N Zone is located in close proximity to the Light Rail (HBLRT), it would be appropriate permit mixed use multi-family buildings on all affected lots through the mechanism of an affordable housing bonus.

Additionally, a change to Map B: Zoning is appropriate to permit a property owner of a historically mixed-use building to convert ground floor residential back to commercial space by expanding the boundary of the Mixed Use "A" Zone to include Block 20304 Lot 27.

Amendments received favorable recommendations from the Planning Board for adoption. Notice to community groups was carried out as detailed in the plan.



## Morris Canal Amendment 26 to be presented to Jersey City Planning Board

Text to be removed is shown in strikethrough like ~~this~~.

Text to be added is shown in bold italics like ***this***.

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1. TOD-North: The TOD North District is located north of, and has frontage on Johnston Avenue. There are two portions of this district with frontage on Garabrant Street, Monitor Street, Pine Street and Whiton Street; and adjoins the Rail Transportation Corridor district on the north and east. It is comprised of existing industrial structures as well as parcels that consist of completely vacant land and blocks that are partially vacant and partially underutilized. Therefore the development regulations of this district have been established on a parcel or block basis.

- a. Blocks 17505, & 17504

- i. Permitted Principal Use –

- ~~Multi-family~~ Residential
- Retail sales of goods and services and Restaurants (Category One & Two) only along the Johnston Avenue frontage and as part of a mixed use building
- Child care centers
- Public Utilities, except that natural gas transmission lines shall be prohibited
- Mixed use of the above

- ii. Accessory Uses

- Off-street parking, within the principal structure and as surface parking at the rear of the building with appropriate landscaping; including shade trees.
- Resident amenity areas such as gymnasium and exercise rooms, meeting rooms, indoor and outdoor recreation areas, etc.

- iii. ~~Lot Size and Dimension Requirements~~ ~~Minimum Lot Size—10,000 square feet.~~  
(~~Note: All parcels of less than 10,000 square feet shall be governed by the requirements of the Residential District of the Morris Canal Redevelopment Plan.~~)

- 1) *All existing lots at the time of adoption of this plan are conforming lots but may not be reduced in size. The creation of flag lots shall be prohibited.*

- 2) *All lots less than 10,000 square feet shall be regulated according to the Residential District of the Morris Canal Redevelopment Plan.*

- iv. Maximum Height and Density Requirements

- ~~The maximum height shall be 8 stories and 85 feet.~~
- ~~Each residential floor shall have a minimum height of nine (9) feet from floor to ceiling.~~
  - 1) *The Maximum height shall be 8 stories and 90 feet for lots greater than 9,999 square feet.*
  - 2) *Minimum floor-to-ceiling height for upper floors shall be at least nine (9) feet.*
  - 3) *Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.*

- v. ~~Intensity of Development—The size and scale of all buildings on these blocks shall be regulated by the bulk standards herein and further provided that the floor area ratio of any building shall not exceed 6.0 on block 17504 and 5.5 on block 17505.~~
- vi. ~~Required Front Setbacks – Minimum five feet (5). Bay windows on upper level residential floors may partially extend into the front setback area a maximum of 2 feet in order to provide architectural interest and character. Minimum zero feet (0).~~
- vii. Side Yard Setback- Minimum zero feet (0).
- viii. Rear Yard Setback- Twenty-five Feet (25) for *Upper or Residential Floors; Five Feet (5) for ground floor commercial without parking*; and Zero Feet (0) for the parking level(s). The roof of the *highest* parking level may be no more than ten (10) feet above grade and shall be designed and landscaped for use as an outdoor terrace area.
- ix. ~~Additional Design Standards—Buildings constructed in this area may incorporate contemporary materials and design features such as glass and metal panels in order to provide architectural interest. The roof deck over parking areas shall be landscaped and designed for use as an outdoor amenity space.~~
- x. ***Affordable Housing Bonus – For the construction of affordable housing described herein, developers of lots less than 10,000 square feet in the TOD-N zone may elect to utilize the Affordable Housing Bonus provisions below. The developer shall execute a redeveloper agreement with the Jersey City Redevelopment Agency (JCRA) in order to certify affordable renters and/or buyers and recertify renters on an annual basis or according to terms in the redeveloper agreement for the entire affordability period. The JCRA may waive the redeveloper agreement requirement if a developer proves they are receiving monies from a government, semi-public, philanthropic or other similar entity for the creation of affordable housing and acceptable reporting requirements are required by the grantor of said monies. The developer shall dedicate 2 units or 5% of all residential units constructed, whichever is greater, as affordable housing. All dedicated units shall be affordable to households at or below 80% of the Area Median Income (AMI) as promulgated by the U.S. Department of Housing and Urban Development for a period of 15 years from the issuance of the certificate of occupancy or for the duration of an approved tax abatement, whichever is less. If the terms of this Affordable Housing Bonus are satisfied, a developer shall qualify for the following bonuses provided that all of the provisions (1-4) are met:***
- 1) *Lots shall not be regulated by the Residential District Standards of this plan and instead be regulated by the bulk requirements of the TOD-N zone and the height requirements of this bonus listed below.*
  - 2) *Density is not regulated by floor area ratio or units per acre. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.*
  - 3) *Subdivision or lot consolidations must conform to the following minimum standards:*
    - *Minimum lot Area: 2,500 square feet*
    - *Maximum Shape Factor: 28 (Note: Shape factor is defined in the LDO as the perimeter of the lot squared, divided by the lot area.)*

- 4) *The maximum building height may be increased based on the lot size according to the following table provided the required standards in the table are met:*

<i>Lot Area up to (square feet):</i>	<i>Maximum Building Height (stories)/(feet)</i>
<i>0 to 2,999</i>	<i>3 / 38'</i>
<i>3,000 to 4,999</i>	<i>5 / 59'</i>
<i>5,000 to 9,999</i>	<i>6 / 69'</i>

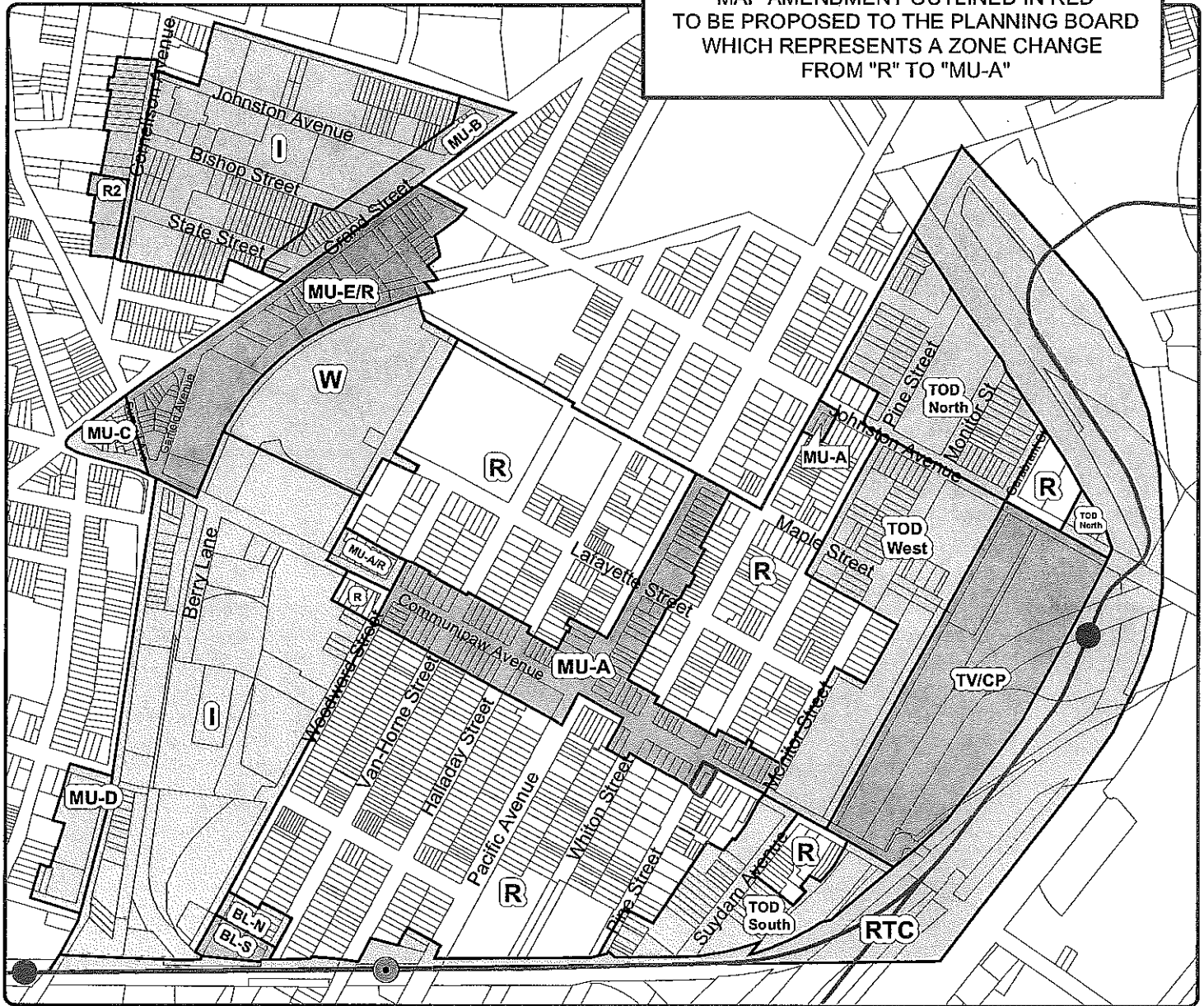
*Table above: Graduated density bonus table for TOD-N  
Blocks 17505, and 17504*

- b. Block 17503 – NO CHANGE
- c. Block 15801 - NO CHANGE
- d. Blocks 17502 - NO CHANGE
- e. Parking Requirements: NO CHANGE
- f. Street Circulation Improvements: NO CHANGE

# Morris Canal Redevelopment Plan

## Map B: Zoning

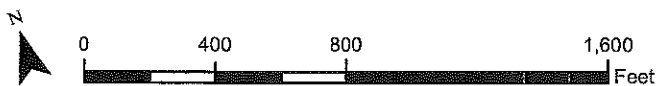
MAP AMENDMENT OUTLINED IN RED  
TO BE PROPOSED TO THE PLANNING BOARD  
WHICH REPRESENTS A ZONE CHANGE  
FROM "R" TO "MU-A"



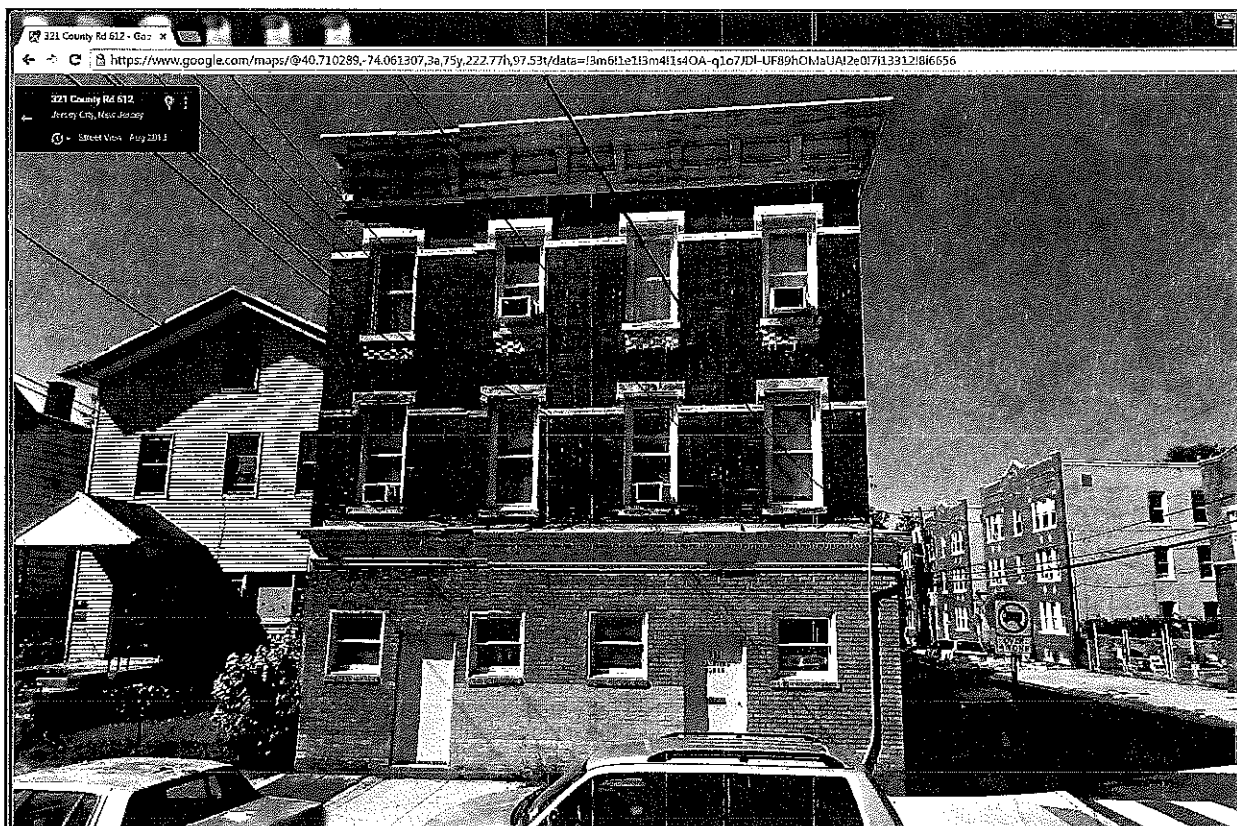
### ZONE ABBREVIATIONS

R	Residential	MU-D	Mixed Use - D	BL-N	Berry Lane Park North
R2	Residential 2	MU-E/R	Mixed Use - E/Residential	BL-S	Berry Lane Park South
MU-A/R	Mixed Use - A or Residential	I	Industrial		
MU-A	Mixed Use - A	RTC	Rail Transportation Corridor		
MU-B	Mixed Use - B	W	Whitlock Cordage ARD		
MU-C	Mixed Use - C		TOD North		
			TOD South		
			TOD West		
			TV/CP		

— Hudson Bergen Light Rail  
● Proposed Station



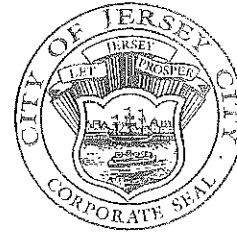
September 1, 2015



City Clerk File No. Ord. 15.165

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.165

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF  
JERSEY CITY ADOPTING THE OCEAN AVENUE SOUTH  
REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council seeks renewed investment and development within the redevelopment area; and

**WHEREAS**, the following amendment removes the redevelopment plan area from the R-1 Zone District and creates a new "Ocean Avenue South Redevelopment Plan" to guide development; and

**WHEREAS**, the attached Ocean Avenue South Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of November 10, 2015; and

**WHEREAS**, the Planning Board voted favorably to recommend adoption of the Ocean Avenue South Redevelopment Plan by the Municipal Council; and

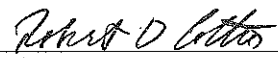
**WHEREAS**, the Planning Board's recommendation includes a condition that Bars be removed from the list of permitted uses in the Ocean Avenue South Redevelopment Plan; and

**WHEREAS**, a copy of the Ocean Avenue South Redevelopment Plan is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the attached Ocean Avenue South Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, FAICP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING THE OCEAN AVENUE SOUTH REDEVELOPMENT PLAN****Initiator**

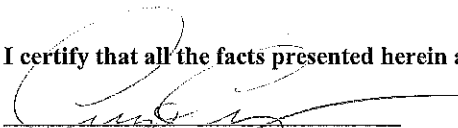
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance adopts the Ocean Avenue Redevelopment Plan. The Planning Board voted favorably to recommend adoption of the Plan with the condition that Bars be removed the list of permitted uses. The Plan area straddles Ocean Avenue and is bounded by Cator Avenue at the North and Merritt Street and the South. There are 115 tax lots and 21 acres included in the Area. The area is currently zoned R-1 but operates and neighborhood commercial main street largely comprised of mixed-use buildings. The Plan will reinstate Neighborhood Mixed Use zoning. The Plan proposes three zones for the corridor - 1) Neighborhood Mixed Use Zone; 2) Historic Neighborhood Mixed Use Zone; and, 3) Future Development Zone.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

11/13/15

11/13/15

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE OCEAN AVENUE SOUTH REDEVELOPMENT PLAN**

This ordinance adopts the Ocean Avenue Redevelopment Plan. The Planning Board voted favorably to recommend adoption of the Plan with the condition that Bars be removed the list of permitted uses. The Plan area straddles Ocean Avenue and is bounded by Cator Avenue at the North and Merritt Street and the South. There are 115 tax lots and 21 acres included in the Area. The area is currently zoned R-1 but operates and neighborhood commercial main street largely comprised of mixed-use buildings. The Plan will reinstate Neighborhood Mixed Use zoning. The Plan proposes three zones for the corridor - 1) Neighborhood Mixed Use Zone; 2) Historic Neighborhood Mixed Use Zone; and, 3) Future Development Zone.



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**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**



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**Inter-Office Memorandum**

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**DATE:** November 12, 2015

**TO:** Council President Lavarro, Anthony Cruz, Bob Cotter

**FROM:** Matt Ward, AICP, PP

**SUBJECT:** Ordinance to adopt the Ocean Avenue South Redevelopment Plan

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The ordinance before you is to adopt the Ocean Avenue South Redevelopment Plan.

The Planning Board voted favorably to recommend adoption of the Ocean Avenue South Redevelopment Plan with the condition that Bars be removed the list of permitted uses in the Plan.

This redevelopment plan effort was spurred by a request from South Greenville Neighborhood Association (SGNA) and supported by Councilman Gajewski and Council President Lavarro. Over the course a year City Planning staff attended several meetings to give presentation and participate is a visioning session.

The area is in Ward A and is centered on Ocean Avenue, bound by Cator Avenue to the North and Merritt Street to the South. The area contains 115 tax parcels. The area is currently zoned R-1 but operates and neighborhood commercial main street largely comprised of mixed-use buildings. The Plan will reinstate Neighborhood Mixed Use zoning. The Plan proposes three zones for the corridor - 1) Neighborhood Mixed Use Zone; 2) Historic Neighborhood Mixed Use Zone; and, 3) Future Development Zone.

Lastly, this Redevelopment Plan is a result from the designation of the Ocean Avenue South Study Area as "an area in need of rehabilitation." Eminent domain is NOT authorized by this designation and this plan does NOT have an acquisition list.

# OCEAN AVENUE SOUTH Redevelopment Plan

As recommended by Planning Board on November 10, 2015

Text to be removed is shown in strikethrough ~~like this~~.

Text to be added is shown in bold, italics, and underlined ***like this.***

Adopted \_\_\_\_\_ – Ordinance \_\_\_\_\_



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

## INTRODUCTION

The Ocean Avenue South Redevelopment Plan contains 21 acres and 115 individual parcels stretching from Merritt Street to Cator Avenue along Ocean Avenue. The land use of the corridor is mainly 3-story mixed use but also includes: one- and two-family residential, a senior housing high rise, light industrial, religious assembly, a live poultry market, an auto mechanic, and mid-rise apartment buildings.

In 1974 retail and other storefront type uses were prohibited from Ocean Avenue and other smaller commercial corridors throughout Jersey City. These zoning changes were designed to bolster suffering business districts by refocusing commercial activity to key corridors by rezoning smaller corridors for residential. This strategy forced Ocean Avenue to operate with zoning that didn't match land uses. In late 2014, with the support of Ward A Councilman Gajewski, the South Greenville Neighborhood Association expressed a desire to improve the corridor and re-designate the corridor for neighborhood commercial uses to match the historic uses common in the neighborhood.

Jersey City has experienced renewed population growth and a growing economy, bringing new life to Jersey City's neighborhood commercial streets. The Ocean Avenue South corridor has many unique features that make it a viable candidate for a return to commercial and mixed use zoning. In 2000, New Jersey Transit began light rail service to the Danforth Avenue Station only a few blocks from Ocean Avenue. It is one of the few commercial areas in South Greenville. There are several historically significant buildings and storefronts. There are three high-rise residential buildings in the vicinity ranging from 11 to 13 stories, one of which is within the redevelopment area. There is also a NJ Transit bus terminus providing excellent bus service to the area as well. The Ocean Avenue South corridor can therefore support increased population density with reduced parking ratios that will support retail growth along the corridor.

The purpose of the Ocean Avenue South Redevelopment Plan is to foster the redevelopment and rehabilitation of Ocean Avenue by providing land use regulations tailored to existing land uses as well as existing social, economic and historic fabric in order to return Ocean Avenue South to a flourishing main street and neighborhood destination.

## I) BOUNDARIES

The Ocean Avenue South Redevelopment Plan contains nearly 14 acres of real property and 115 individual parcels stretching from Merritt Street to Cator Avenue along Ocean Avenue. The northern end of the corridor is bound by Bayview Cemetery and PS 20 school.

## II) TRANSPORTATION

### A) Existing Infrastructure

In 2001, New Jersey Transit began light rail service to the Danforth Avenue Station only a few blocks from Ocean Avenue. There is also a NJ Transit bus terminus providing

excellent bus service to and from the area as well. South of the redevelopment area, Route 440 is accessible from Avenue C and the nearest entrance/exit to the Turnpike Extension/I-78 is 14A.

B) Future Infrastructure Goals:

1. As the corridor develops, it is envisioned that a SID or another entity shall access a fee to charge land owners, residents and developers to establish local shuttle or bus service to enhance access to rail stations and ferry stops.
2. It is envisioned that an additional Hudson-Bergen Light Rail station be studied and developed at the eastern end of Gates Avenue to improve transit access.

### III) REDEVELOPMENT PLAN OBJECTIVES

Renewal activities for the Ocean Avenue South plan area will be undertaken in conformity with, and will be designed to meet, the following objectives of the Redevelopment Plan:

1. Re-establish Ocean Avenue South as a neighborhood commercial corridor and neighborhood destination.
2. Establish a Special Improvement District (SID) to assist business owners and maintain the commercial corridor.
3. Improve access to rail and ferry services.
4. Make sustainability and smart growth a theme of future development and redevelopment that guides land use and transportation decisions.
5. Make walking and biking an easy, safe, desirable, and convenient mode of transport.
6. Encourage unique local quality retail sales and services that promote community character and distinctiveness.
7. Reduce automobile dependency by encouraging high density development in close proximity to mass transit and neighborhood services with low automobile parking ratios and with bicycle parking requirements.
8. Provide for urban amenities such as transit, open space, and entertainment that will attract new employers and a range of new residents to the area while sustaining existing neighborhoods.
9. Provide for a wide variety of housing types, sizes, and price points that meet the needs of Jersey City's diverse population.
10. Encourage the adaptive reuse of existing structures.
11. Encourage buildings to meet or exceed the US Green Building Council's LEED (Leadership in Energy and Environmental Design) Certification or equivalent.
12. The removal or rehabilitation of vacated, deteriorated and obsolete structures.
13. The overall improvement of traffic circulation through the development of new and improved vehicular and pedestrian circulation systems which provide for separation of vehicular and pedestrian traffic and the maximum use of public transportation.
14. To promote balanced development in accordance with applicable State laws and City requirements regarding affordable housing.
15. Creation of new employment, housing, educational, recreational, commercial and retail opportunities for the residents of Jersey City.
16. Coordinate redevelopment activities to provide a uniform and consistent attack on blighted, dilapidated, and obsolete structures within the Area.

17. Leverage new transit facilities such as light rail to accommodate housing and employment needs.
18. Establish minimum stormwater management requirements and controls for development in order to reduce pollution from municipal sewer systems, direct discharges to surface waters, and combined sewer overflows, and to reduce flooding and erosion, enhance groundwater recharge, and promote rainwater harvesting.
19. Reflect the goals and objectives of the New Jersey Municipal Land Use Law (M.L.U.L.).

#### IV) GENERAL ADMINISTRATIVE PROVISIONS

- A) No building shall be constructed over public rights-of-way in the project area with the exception of freestanding structures ancillary to public plazas and/or pedestrian walkways, which shall be subject to review by the Planning Board.
- B) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.
- C) As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.
- D) No use or reuse shall be permitted, which, when conducted under proper safeguards, will produce corrosive, toxic or noxious fume, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration (60 decibels), or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- E) All residential redevelopment proposals and construction plans shall meet or exceed applicable FHA and building code minimum room size requirements prior to approval by the Planning Board.
- F) Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the Land Development Ordinance (LDO) of Jersey City. A maximum shape factor may be listed to regulate minimum lot size. Shape factor is defined as the perimeter of the lot squared, divided by the lot area.

$$\frac{\text{Perimeter}^2}{\text{Lot area}} = \text{Shape Factor}$$

- 1) Example of how to calculate a shape factor for a standard 25' by 100' rectangular lot:

$$\frac{(25+25+100+100)^2}{2,500} = 25$$

- G) Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

H) DEVIATION REQUESTS

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. Deviations from the required retail use as per Section VII shall be considered a design waiver, cognizable by the Planning Board. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

No deviations may be granted which will result in permitting:

- 1) A use or principal structure in a district which does not permit such use or principal structure;
- 2) An expansion of a non-conforming use;
- 3) An increase in height of more than ten feet or 10% of the height in feet, whichever is less.
- 4) An increase in the permitted floor area ratio;
- 5) An increase in the parking ratio of more than 10% above the maximum permitted;
- 6) Right-of-way width, and pavement width beyond normal adjustments encountered during survey synchronization;
- 7) Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented;
- 8) Deviation from the Impact Fees provisions set forth in this Plan; or
- 9) Non-compliance with the specific goals and objectives enumerated in the Plan.
- 10) Planning Board may grant deviations from the required land use regulations in section VII to further the goals and objectives of this plan.

Any deviation in the above categories or any other deviation that would otherwise constitute a "d" type variance or deviation constitutes a request for a legislative plan amendment cognizable only by the Governing Body. The Jersey City Zoning Board of Adjustment's powers are strictly limited to "a" and "b" appeals (N.J.S.A. 40:53D-70A&B).

- I) Redevelopment shall provide adequate water, sewer and other necessary utilities to the site, to the satisfaction of the Municipal Engineer and the Municipal Utility Authority. All costs necessary for infrastructure improvements associated with a development project, off-site as well as on-site, are the responsibility of the developer or redeveloper.

- J) This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$1,000.00 plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request by a private entity to amend this plan. The City of Jersey City reserves the right to amend this plan.
- K) Interim uses may be established, subject to agreements between the developers and the Planning Board, that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses may include surface parking provided there is no ingress or egress onto Ocean Avenue itself. Interim uses must be approved by the Planning Board, which may establish an interim use period of between one (1) year and three (3) years in duration, subject to the Planning Board's discretion. Additional renewals of an interim use may be granted by the Planning Board, subject to the same interim period limitations specified above.

V) **NEIGHBORHOOD NOTICE REQUIREMENTS:**

- A) The Ward Councilperson(s) representing the Ward(s) within this redevelopment plan shall designate a single neighborhood organization, community group, SID, or other association to be designated for receiving notice of development applications. The Ward councilperson(s) shall send a memo to the Planning Board secretary informing the Planning Board of the designation. The designation shall be in effect until superseded by another memo. In the event councilpersons cannot agree on a single association, the council president shall decide.
- B) The designated association shall maintain registration, hold elections and file bylaws with the City of Jersey City.
- C) The designated association shall provide a designated agent with an email, address, and telephone number to the Division of City Planning. It shall be the responsibility of the designated association to maintain current contact information with the Division of City Planning.
- D) Within five (5) business days of filing an application for development with the Division of City Planning, all applicants must provide (via hand delivery, US Mail, or commercial delivery service) a copy of the application, along with all associated documents including architectural drawings, to the designated agent of the designated association. The applicant must submit an affidavit certifying notice to the designated association to the Division of City Planning.
- E) Failure to complete the required notice pursuant to this section shall deem an application incomplete.
- F) Upon receipt of notice of an application submittal, the designated association shall have 14 calendar days to review plans and submit any comments to the Planning Board.
- G) The designated association shall receive a copy of Planning Board agendas from the Division of City Planning.
- H) These requirements may be waived by the Planning Board for a specific redevelopment project if the designated association has submitted to the Planning Board, in writing, its approval of that project.
- I) No hearing for a development application shall be delayed due to lack of existence of a designated association, or due to failure of an agent of the designated association to register current contact information with the Division of City Planning.

## VI) OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

- A) The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. requires that a Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:
- 1) This Redevelopment Plan achieves the stated objectives of the Jersey City Master Plan by locating high density development in close proximity to mass transit facilities with low parking ratios to reduce the traffic impact of future high density development. Other uses such as retail and office uses compatible with a mixed use transit oriented station area are permitted.
  - 2) This Redevelopment Plan provides for a list of permitted principal uses, as well as accessory uses and prohibited uses in the redevelopment area. The plan also provides for density restriction through the use of lots sizes, maximum height limits, as well as setback and stepback requirements and various design controls.
  - 3) There will be no displacement of existing residents through the implementation of this plan through condemnation, as this is an area in need of rehabilitation and condemnation is not permitted. Any condemnation action already commenced by the Jersey City Redevelopment Agency may continue. The condemnation of easements in areas previously declared in need of redevelopment may be pursued by the Jersey City Redevelopment Agency.
  - 4) The Ocean Avenue South Plan proposes no new acquisition or condemnation of private property for private redevelopment purposes, however the condemnation of easements in areas previously declared in need of redevelopment may be pursued by the Jersey City Redevelopment Agency.
  - 5) Jersey City is designated as a "Planning Area 1" in the State Plan and is at the center of the Hudson County "urban complex." The development envisioned by this plan is in conformity with the "State Planning Act" P.L. 1985, c. 398 (C.52:18A-196 et al) as well as the master plan of Hudson County and all contiguous municipalities.
  - 6) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.

## VII) REQUIRED LAND USE REGULATIONS

- A) Retail and/or other permitted active storefront type uses, which activate the adjacent sidewalk, are required along Ocean Avenue. Active storefront type uses include, but not limited to, retail, storefronts, building lobbies, art galleries, bars and restaurants.
- 1) Retail uses shall occupy a minimum of 25% of the ground floor.
- B) Ground floor residential is only permitted if necessary to meet the requirements of the Americans with Disabilities Act, there is no elevator access, and provided the following conditions are met:
- 1) Must be situated behind the retail use.
  - 2) The building must maintain a minimum of 25% of ground floor area for retail space at the front of the building.
  - 3) The building must incorporate a cellar not less than 600 square feet or 50 percent of the building's footprint, whichever is greater, to provide storage space for the retail use and for the location of trash rooms, mechanical rooms, meters or other infrastructure needs of the building so as to maximize available retail space at the



ground floor level. Additional space may be allocated to residential tenants. Renovation of existing structures at the time of adoption of this redevelopment plan shall be exempt from this cellar requirement.

- C) Affordable Housing Requirements: Buildings more than 4 stories shall provide moderate income affordable housing according to the following:
- 1) The developer shall dedicate 5% of all residential units constructed above the 4<sup>th</sup> floor as affordable housing available to households at or below 80% of Area Median Income (AMI) as promulgated by the U.S. Department of Housing and Urban Development for a period of 30 years or the duration of an approved tax abatement, whichever is less; or,
  - 2) In lieu of constructing and dedicating 5% of all residential units above the 4<sup>th</sup> floor as required in paragraph 1), all required affordable units may be satisfied through a contribution to the Jersey City Affordable Housing Trust Fund at a rate of \$100,000 per required affordable housing unit.
  - 3) Zone 2 is exempt from the affordable housing requirements of Section VII.C.

## VIII) SPECIFIC LAND USE REGULATIONS

### A) ZONE 1: Neighborhood Mixed Use

- 1) The purpose of this zone is to continue the existing pattern of main street type commercial buildings and retail uses along Ocean Avenue while providing for efficient modern new construction and increased density.
- 2) Permitted Uses:
  - a) Residential above the ground floor (see VII.B for exception)
  - b) Retail Sales of Goods and Services/Financial Services.
  - c) Offices.
  - d) Restaurants: category one and two.
  - e) Medical Offices.
  - f) Child and Adult Day Care Centers.
  - g) Cafes ~~and Bars~~.
  - h) Art galleries.
  - i) Community or black box theaters.
  - j) Artist studio workspaces.
  - k) Community facilities/centers.
  - l) Business incubators.
  - m) Health clubs.
  - n) Any combination of the above.
  - o) Movie theater only on Block 28204 Lot 24 (the former Cameo Theater)
- 3) Accessory Uses:
  - a) Structured parking and loading.
  - b) Enclosed surface parking.
  - c) Landscape features.
  - d) Improved Open Space.
  - e) Signs.
  - f) Sidewalk Cafe: where sidewalk width permits.
- 4) Prohibited Uses:

- a) Surface parking as a principal use.
  - b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive-through uses.
  - c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - d) Night Clubs and Bars.
  - e) Billboards.
- 5) Lot Size and Dimension Requirements
- a) All existing lots at the time of adoption of this plan are conforming lots but may not be reduced in size.
  - b) All lots must have frontage on Ocean Avenue. Any lots currently existing that do not have frontage on Ocean Avenue but are in common ownership with a lot fronting on Ocean Avenue must be consolidated.
  - c) Subdivisions or lot consolidations must conform to the following minimum standards:
    - i) Minimum lot area: 2,500 square feet.
    - ii) Minimum lot width: 25 feet.
    - iii) Minimum lot depth: 100 feet.
    - iv) Shape Factor Maximum: 26.
- 6) Density and Height Requirements:
- a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - b) Minimum floor-to-ceiling height on the ground floor shall be at least 10 feet, but no more than 14 feet, excepting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces. Alternately, the ground floor floor-to-ceiling height may match adjacent historic structures.
  - c) Minimum floor-to-ceiling height for upper floors shall be at least 9 feet, excepting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces.
  - d) Maximum and minimum building height shall be calculated based on the lot size according to the following table provided the required standards in the table are met:

Lot Area up to (square feet):	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)
0 to 3,999	2 / 25'	4 / 45'
4,000 to 8,999	3 / 35'	5 / 55'
9,000 to 19,999	4 / 45'	6 / 65'
20,000 and up	4 / 45'	8 / 85'

Table 1: Graduated Density Table for Zone 1

- e) Parking levels shall not extend above the floor height of the 4th floor of the building.
- 7) Yard and Coverage Requirements:
- a) Required front yard setback shall be sufficient to provide a minimum sidewalk width as measured from the ground floor building facade to the existing curb-line calculated by the height of the building according to the following table provided the required standards in the table are met:

Building Height	Minimum Sidewalk Width
6 Stories or less	10 feet
7 to 8 Stories	15 feet

Table 2: Front yard setback table for Zone 1

- b) Required side yard setback: Zero feet within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows. A maximum of a 4-foot gangway or side yard is permitted on one side to extend to the street.
- c) Rear yard and building setbacks:
  - i) Ground floor level shall not extend greater than 95 feet from any right-of-way fronting the subject property.
  - ii) Ground floor level where residential is provided in the ground floor (according to Section VII.B) shall not extend greater than 90 feet from any right-of-way fronting the subject property.
  - iii) All floor levels above the ground floor shall not extend greater than 70 feet from any right-of-way fronting the subject property.
  - iv) All floor levels above the ground floor where parking is provided shall not extend greater than 95 feet from any right-of-way fronting the subject property.
  - v) For through lots, the ground floor level may cover 100% of the lot with no yards provided.
- 8) Automobile Parking Requirements:
  - a) Curb cuts are prohibited on Ocean Avenue.
  - b) Parking is prohibited on any lots that have sole frontage on Ocean Avenue.
  - c) Curb cuts are only permitted to gain access to off-street parking facilities with a minimum of 6 parking spaces.
  - d) All off street parking areas including structured parking shall be screened from Ocean Avenue by another permitted use within a building with an average depth of at least 15 feet.
  - e) Parking is required on lots greater than 9,000 square feet, according to the following:
    - i) Residential uses shall provide a minimum of 0.5 off-street parking spaces per dwelling unit, exempting studio and one bedroom residential units in structures greater than 5 stories.
    - ii) Office and other commercial uses shall provide a minimum of 0.5 off-street parking spaces per 1,000 square feet of gross floor area, excluding the first 5,000 square feet of ground floor area.
    - iii) Retail and restaurant uses shall provide a minimum of 0.5 off-street parking spaces per 1,000 square feet of gross floor area, excluding the 5,000 square feet of ground floor area.
  - f) Parking may be provided on corner lots and/or through lots less than 8,999 square feet, according to the following:
    - i) Residential uses shall provide a maximum of 1.5 off-street parking spaces per dwelling unit.
    - ii) Office and other commercial uses shall provide a maximum of 1.5 off-street parking spaces per 2,000 square feet of gross floor area.

- iii) Retail and restaurant uses shall provide a maximum of 1.5 off-street parking spaces per 2,000 square feet of gross floor area.

#### **B) ZONE 2: Historic Neighborhood Mixed Use**

- 1) Although many early buildings have been razed along the corridor, much remains to give us an idea of the area's development: socially, economically, architecturally, historically and culturally. These buildings and the streetscapes they form give the area a unique sense of place not experienced elsewhere in the city.

Previous development, most recently, was sometimes undertaken without examination and appreciation of past cultural and architectural development. This plan seeks to preserve important resources which help to define the unique character of the Greenville area. This Zone shall preserve a wide variety of buildings characteristic of the area's varied development.

The properties that have been selected for the Historic Neighborhood Mixed Use Zone have, paraphrasing the National Register Criteria for Evaluation:

- A. Been associated with events that have made significant contribution to the broad patterns of our history; or
- B. Are associated with the lives of persons significant in our past; or
- C. Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. Have yielded, or may be likely to yield, information important in prehistory or history.

To respect the special character that the Greenville area has acquired and retained during its history, the buildings included in this Historic Neighborhood Mixed Use Zone shall be rehabilitated in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties* so that future generations can continue to be delighted by the history and architecture of the Greenville Neighborhood.

- 2) Permitted Uses:
  - a) Residential above the ground floor (see VII.B for exception), or where legal units at the time of adoption of this ordinance exist and/or historic evidence of ground floor residential use is provided.
  - b) Retail Sales of Goods and Services/Financial Services at ground floor.
  - c) Offices.
  - d) Restaurants: category one and two.
  - e) Medical Offices.
  - f) Child and Adult Day Care Centers.
  - g) Cafe and Bars.
  - h) Art galleries.

- i) Community or black box theaters.
  - j) Artist studio workspaces.
  - k) Community facilities/centers.
  - l) Business incubators.
  - m) Health clubs.
  - n) Any combination of the above.
  - o) Houses of Worship and associated uses only on Block 29404 Lot 10, Block 28701 Lot 30, and Block 29403, Lot 1.
- 3) Accessory Uses:
- a) Structured parking and loading.
  - b) Surface parking.
  - c) Fences and seating walls.
  - d) Landscape features.
  - e) Improved Open Space.
  - f) Signs.
  - g) Sidewalk Cafe: where sidewalk width permits.
- 4) Prohibited Uses:
- a) Surface parking as a principal use.
  - b) Drive-throughs pertaining to restaurants, banks, pharmacies, and any and all other drive-through uses.
  - c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - d) Night Clubs and Bars.
  - e) Billboards.
- 5) Lot Size and Dimension Requirements:
- a) All existing lots at the time of adoption of this plan are conforming lots, and shall not be reduced in size. However, flag lots may be eliminated through acquisition of property by the adjacent owner. The creation of flag lots shall be prohibited.
  - b) All lots must have frontage on Ocean Avenue. Any lots currently existing that do not have frontage on Ocean Avenue but are in common ownership with a lot fronting on Ocean Avenue must be consolidated.
  - c) Subdivision is prohibited.
    - a) Exemption: Only Block 29305 Lot 18 (bank at Ocean Avenue and Lembeck Avenue) may be subdivided. Block 29305 Lot 18 is split zoned. The bank building is in the Historic Center Zone and the drive-through area is in the Neighborhood Mixed Use Zone. This exception is to encourage the removal of the drive-through window which is incongruous with the intent of the Historic Center zone.
- 6) Height and Bulk Requirements:
- a) The existing building height, floor area, established setbacks and the exterior building envelope as of the adoption of this Plan shall constitute the development standards of each building. Any change to the above standards shall constitute a deviation from this plan excepting additions as permitted by Sections VIII.B.6 b or c below and in the accordance with design requirements of Sections VIII.B.7.
  - b) Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the standards for this

zone. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits.

- c) Rear additions are permitted, provided that a written report by the City's Historic Preservation Officer is provided to the Jersey City Planning Board concurring that the addition is in conformance with the Secretary of the Interior's Standards for Rehabilitation and complies with the following bulk standards:
  - i) Maximum height: existing
  - ii) Maximum/minimum front yard: existing
  - iii) Maximum/Minimum side yard: as existing, except where required by fire or building code to accommodate adjacent windows
  - iv) Rear yard and building setbacks:
    - a. Ground floor level shall not extend greater than 95 feet from any right-of-way fronting the subject property.
    - b. Ground floor level where residential is provided in the ground floor (according to Section VII.B) shall not extend greater than 90 feet from any right-of-way fronting the subject property.
    - c. All floor levels above the ground floor shall not extend greater than 70 feet from any right-of-way fronting the subject property.
    - d. For through lots, the ground floor level may cover 100% of the lot with no yards provided.
- 7) Building Design Requirements:
  - a) Since original and historic building fabric gives integrity to the buildings within the Historic Center, all visible façades must retain historic building fabric. Architectural elements must be fully retained, preserved, restored, or recreated as necessary if the original has deteriorated beyond repair, based on site evidence, photographic evidence, or period documentation.
  - b) Any rehabilitation is to be done in compliance with the *Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties*
- 8) Automobile Parking Requirements:
  - a) Off-street parking is prohibited in this zone.

### C) ZONE 3: FUTURE DEVELOPMENT

- 1) The only permitted uses in this zone is for transportation uses, public housing or open space. It is desirable in the future to redevelop the existing New Jersey Transit and Jersey City Housing Authority sites for a variety of uses, including office, commercial and residential. Building heights, form, permitted uses and other requirements are to be determined as a future amendment to this redevelopment plan.

## IX) DESIGN REQUIREMENTS FOR ALL ZONES

### A) GENERAL REQUIREMENTS

- 1) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights-of-way and off-street parking, height, bulk, and street alignment.

- 2) All lots at the time of adoption of this plan are conforming lots for development.
- 3) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate historic elements found throughout the surrounding area.
- 4) Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside of the project area. Front façades, façades which are visible from a public right-of-way, and all façades that are significantly taller than adjacent buildings or are visible as part of the Ocean Avenue South skyline shall be treated with equal importance in material selection and architectural design.
- 5) Large blank walls without fenestration surrounding large residential or commercial uses such as theatres, parking garages, big box retail, or similar uses must incorporate façade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
- 6) Access by the elderly, physically handicapped and/or disabled shall meet barrier free design regulations as specified in the New Jersey and Federal ADA Standard Uniform Construction Code.
- 7) All utility distribution lines, including multi-media telecommunication lines, and utility service connections from such lines to the project area's individual use shall be located underground.
- 8) Roof deck enclosure and amenity space superseding language in the Jersey City Land Development Ordinance:
  - a) 20% or a minimum of 100 square feet of an ADA accessible roof deck area may be enclosed amenity space.
  - b) Enclosed roof deck amenity space must be a minimum of 10 feet from the edge of the roof or parapet, and be centered on the roof to minimize view of the enclosure to the greatest extent possible.
  - c) Enclosed roof deck amenity space may extend to the edge of a building with the minimum area necessary to gain access to an elevator or stair entry.
- 9) Roof treatment, Mechanical Screening and Electrical Equipment
  - a) All mechanical equipment located on any roof of a building shall be screened from view from all vantage points, with a material complementary with the façade of the structure. The screening shall not resemble a utility or rooftop elevator or stair tower.
  - b) A roof plan must be developed and submitted for approval. Roof plans shall include mechanical equipment, trellises to obscure view, colored roof patterns and landscaping. Parking deck roofs shall be designed to maximize recreational amenity space and all remaining rooftop areas shall be developed as a green roof.
  - c) All electrical communication equipment shall be located in such a way that it does not negatively impact the appearance of the building nor create objectionable views as seen from surrounding structures.
  - d) Transformers and primary or and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an adjacent street. Location upon the sidewalk, between the sidewalk and the building, or anywhere outside at grade is not permitted.

- e) The placement of all new or reconstructed signal boxes is required to be below grade.
- 10) Streetscape
- a) All buildings shall be designed to front on a public street to create a street wall and a pedestrian environment at a human scale.
  - b) Main entrances into buildings shall be located on all public streets. Secondary entrances shall also be provided from parking areas and/or as necessary according to the design of the structure.
  - c) Entrances shall be designed to be attractive and functional. Indicators such as awning, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be provided.
  - d) Automobile parking between the building line and a public right-of-way is expressly prohibited, even where surface parking is a permitted use. Parking is not permitted in any front yard.
  - e) Porte-cocheres and drop-off lanes are prohibited.
- 11) All façade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
- 12) All new sidewalk concrete shall be tinted charcoal grey or equivalent. The Planning Board may grant a waiver for superior design which relates to adjacent architecture or other public purpose.
- 13) All storefronts shall incorporate a cornice element or horizontal projection above the storefront glazing separating ground floor uses from the building above.
- 14) Ground floor storefront bulkheads below the display windows shall be a maximum of 18 inches in height above sidewalk grade.
- 15) All storefront façades shall incorporate a minimum of 70% transparent glass.
- 16) All ground floor entryways shall be recessed or designed to avoid door swings into any public right-of-way.
- B) BUILDING REQUIREMENTS: Neighborhood Mixed Use District
- 1) For all new construction more than 20 feet taller than the average of adjacent buildings, a building stepback, change in facade materials, change in glazing ratio or pattern, cornice line, or other architectural feature shall be utilized in line with adjacent buildings heights to contextualize the massing of new construction.
  - 2) The former Cameo Theater on Block 28204 Lot 24 shall, to the greatest extent possible, rehabilitate the existing structure in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties*.
- C) BUILDING REQUIREMENTS: Historic Neighborhood Mixed Use District
- 1) Buildings in the Historic Center Zone shall be rehabilitated in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties*.
  - 2) Existing buildings shall implement rehabilitation that restores the building's exterior façade to its original profile to the extent possible within reasonable engineering methods and cost. Restoration of original window and door openings is encouraged



to the extent feasible.

- 3) The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- 4) All buildings, structures and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
- 5) Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event that replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence rather than on conjectural design or the availability of different architectural elements from other buildings or structures.
- 6) The surface cleaning shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials are strictly forbidden as they destroy the essential water resistant glazing on the exterior of brick and masonry, and scour, scar and obliterate the surface.
- 7) For rear additions to the existing buildings, the following shall apply:
  - a) Constructing a new addition so that there is the least possible loss of historic materials and so that character-defining features are not obscured, damaged, or destroyed.
  - b) Locating the attached exterior addition at the rear or on an inconspicuous side of a historic building; and limiting its size and scale in relationship to the historic building.
  - c) Designing new additions in a manner that makes clear what is historic and what is new.

#### D) FLOOR HEIGHT REQUIREMENTS

- 1) Residential floor-to-ceiling heights must be a minimum of 9 feet and a maximum of 12 feet, excepting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces.
- 2) Ground floor residential uses (where permitted) must be 3 feet above sidewalk grade or set back from a front property line by 3 feet and screened with raised landscaping enclosed by a minimum 6x6 inch masonry curb. Building lobbies may be at grade for ADA accessibility.

#### E) PARKING STANDARDS

- 1) Bicycle Parking Provisions: Bicycle parking shall be provided pursuant to the requirements found in the Jersey City Land Development Ordinance.
- 2) Automobile Parking requirements:
  - a) As required per zone in Article VIII of this plan.
- 3) Design Standards for off-street parking facilities:
  - a) To the greatest extent practicable, all ground floor parking must be wrapped by active uses, such as residences, retail, or other principal uses.
  - b) Any parking structure shall be designed to eliminate headlight glare by the provision of opaque screening for head lights and placement of interior garage lighting to be directed into the structure and/or mounted on the interior side of

columns so as to prevent glare from such lighting to be visible from the street or adjacent property. Light fixture details and location shall be included within the garage floor plan at the time of site plan application.

- c) The façade of all parking levels shall be of a compatible material to that used throughout the development or adjacent structures and shall be designed to provide visual interest.
  - d) All openings must be screened with glass or decorative façade materials. Any openings shall be in a vertical proportion. Open horizontal bands along the façade of any parking structure are prohibited.
  - e) Exterior lighting of the screening materials on a parking structure façade may be required by the Planning Board in order to provide additional visual interest in terms of light and shadow and to further mask the interior lighting of the parking structure and headlight glare.
  - f) All pedestrian access points shall be provided at street level and designed to encourage street activity. Overhead or elevated pedestrian or vehicular connections are prohibited.
  - g) Parking stall and aisle size requirements are pursuant to the regulations found in the Jersey City Land Development Ordinance.
  - h) Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares.
  - i) Surface parking lots (where permitted) and all loading areas shall provide a screen planting of dense evergreens along any street line and along all property lines except those instances where a building intervenes or where the proposed planting may interfere with sight triangles. Within the parking area, a minimum of three percent (3%) of the parking area shall be landscaped and maintained with shrubs no higher than three (3) feet and trees with branches no lower than six (6) so that the landscaping is dispersed throughout the parking area.
  - j) The number and design of off-street loading spaces shall be demonstrated by an applicant according to an anticipated need. All freight loading activities are encouraged to be restricted to early morning and/or late evening hours. The design and number of off-street loading shall be regulated by the Jersey City Land Development Ordinance.
  - k) For parking facilities with 30 spaces or less, driveway widths shall be a maximum of 12 feet. For all other parking facilities, driveway widths shall be a maximum of 18 feet.
  - l) For lots with 100 feet of street frontage or less, there shall be no more than one vehicular egress point per lot. For lots with 101 feet of street frontage or more, there may be one egress point for every hundred feet of frontage or portion thereof.
  - m) All site plan applications for parking structures should demonstrate the ability to provide for electric vehicle charging stations in the future.
- 4) All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, all parking stall and aisle widths and any other information deemed necessary to effectively evaluate the management plan. All

parking management plans shall be subject to review and approval of the Division of Traffic Engineering, the Division of City Planning and the Planning Board. Valet parking schemes shall not be permitted to increase the total number of parked cars above the maximum number of permitted spaces.

**F) LANDSCAPING AND LIGHTING REQUIREMENTS**

- 1) Landscaping shall be required for any part of any parcel not used for buildings or off-street parking. The developer's plan shall include proposals for landscaping indicating the location, size and quantity of the various species to be used.
- 2) All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of 4 feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. Ground cover shall be used in place of mulch.
- 3) All new trees shall be of a species and gender so as to minimize fruit and pollen.
- 4) Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
- 5) Street trees shall be planted along curb lines of streets in a regular pattern, spaced at one-half the mature spread of the tree canopy to further enhance the aesthetic quality of the redevelopment area. All trees shall be a minimum of three (3) inches in caliper.
- 6) Lighting within the site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent dark corners.
- 7) All lighting sources must be adequately shielded to avoid any off-site glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot candles.
- 8) All landscaping must be fully enclosed by curb or seating wall constructed of a masonry or metal material with a minimum of 6 inch in height. Landscaping shall be elevated to match the height of the curb or seating wall.

**G) BUILDING MATERIALS REQUIREMENTS**

- 1) Synthetic stucco materials such as EIFS is prohibited. Any stucco material used must be fine grained with a smooth stipple finish to reflect a more stone like appearance and qualities of light reflection.
- 2) Concrete block may not be used as a decorative finish on any façade.
- 3) Front cantilevered balconies may project no more than 12 inches from the façade.
- 4) Use of chain link fencing, razor wire, barbed wire, or other similar security devices is expressly prohibited. Chain linked fencing may be temporality utilized during construction only.
- 5) Security Gates: All front security gates shall be completely composed of the open mesh type, except for two feet at the bottom of the gate which may be solid. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

**X) SIGNAGE REGULATIONS**

**A) Signage Approval Process**

- 1) All signs are subject to site plan review when included as part of a major site plan application.
- 2) All temporary banner signs for marketing projects on site shall be considered as an interim use.
- 3) All new signage that complies with the redevelopment plan shall not require site plan approval.
- 4) Minor Site Plan application with deviation must be submitted to the Planning Board for all non-conforming sign proposals.
- 5) During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.

B) Number and Size of Signage

- 1) The building address is required to be placed on either the main entry door, transom window, building, or awning flap at a maximum font height of 10 inches.
- 2) Sign requirements for retail, restaurant and other similar ground floor uses:
  - a) Each use fronting on a public street may be permitted one (1) exterior sign per store front bay on each street frontage.
  - b) Maximum sign height shall be 32 inches or the height of the architectural sign band in the building's facade or transom window.
- 3) Sign requirements for all other uses:
  - a) Each such use fronting on a public street may be permitted one (1) exterior sign per entryway per street frontage. Buildings with multiple uses shall have no more than one (1) sign per use.
  - b) The total exterior sign area shall not exceed the equivalent of 5 percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 20 square feet.

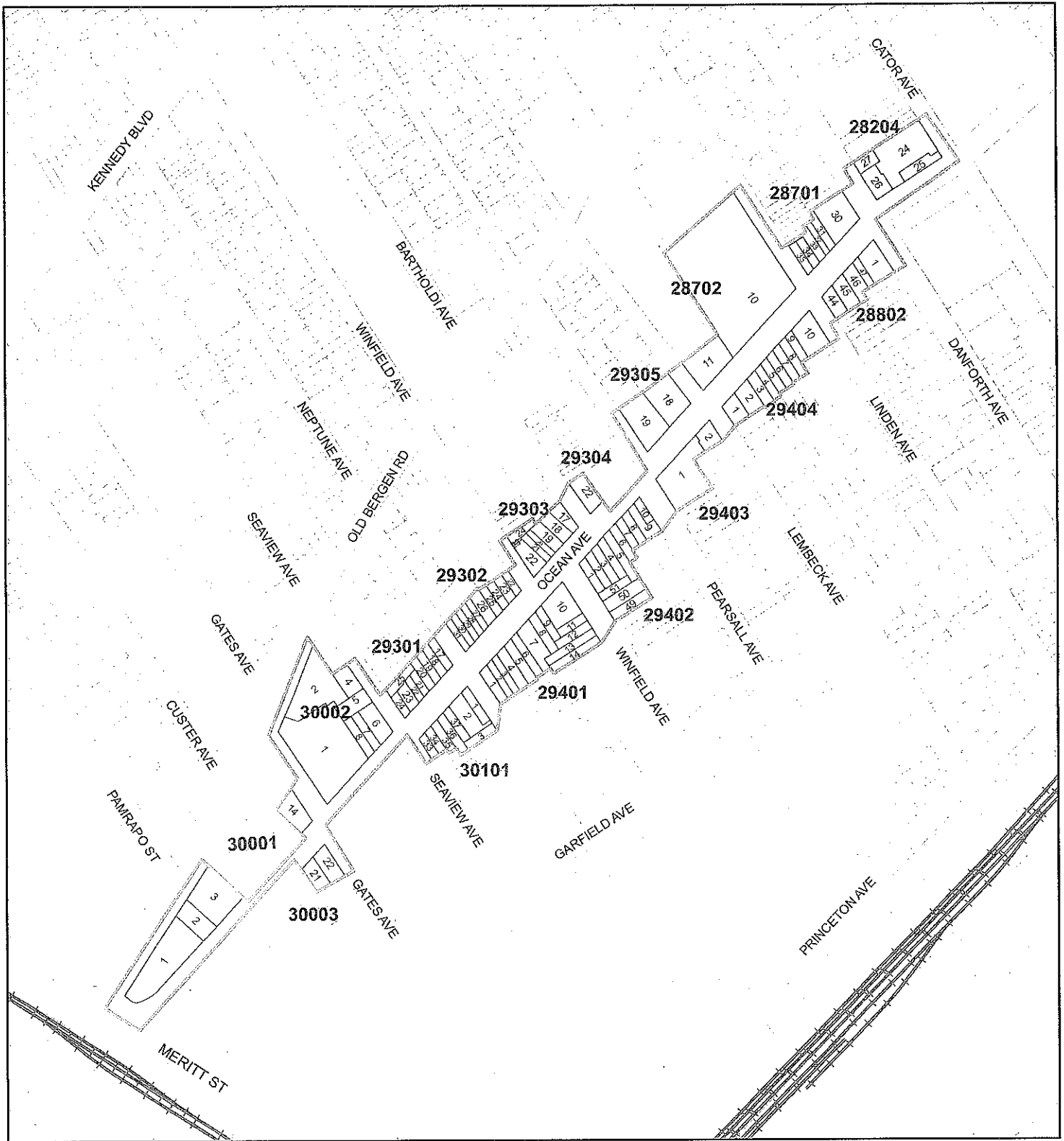
C) Sign Design Requirements

- 1) All signs shall be attached to the first floor level of the building only.
- 2) All wall signs shall be flush mounted.
- 3) All blade signs shall project no more than 30 inches from the façade and the bottom of the sign must be a minimum of 9 feet above the sidewalk.
- 4) Window signs (other than lettering and logos as specifically permitted) shall be prohibited. Lettering or logos shall be limited to decorative metal leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / storefront and shall cover no more than twenty (20%) of the window area.
- 5) Permitted signage material includes:
  - a) Painted wood.
  - b) Painted metals including aluminum and steel.
  - c) Brushed finished aluminum, stainless steel, brass, copper, or bronze.
  - d) Carved wood or wood substitute.
  - e) Channel letters.
- 6) Permitted lettering material includes:
  - a) Lettering forms applied to the surface of the sign.
  - b) Single colored lettering forms applied to the surface of the sign.

- c) Metallic solid body letters with or without returns.
- d) Painted acrylic or metal letter.
- e) Vinyl lettering attached permanently to a wood, wood substitute or metal signboard.
- 7) Signs may be lit from backlit halo and up-lights.
- 8) Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- 9) Signs may include the name of the store only. Building address, phone number, operating hours and other additional information may be stenciled on the door.
- D) Parking Garage Signage
  - 1) One (1) sign shall be provided per entrance to garages indicating the parking facility by the international parking symbol and direction arrow. The sign area shall not exceed twenty (20) square feet. If applicable, one (1) sign per entrance may be allowed indicating parking rates, not to exceed eight (8) square feet.
  - 2) Portable signs are not permitted for parking garages.
- E) Prohibited Signs
  - 1) Billboards.
  - 2) Portable advertising signs not associated with use within 10 feet are strictly prohibited.
  - 3) Internally or externally illuminated box signs
  - 4) Flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle.
  - 5) Window signs, posters, plastic or paper that appear to be attached to the window.
  - 6) Pole signs.
  - 7) Waterfall style or plastic awnings.

## XI) MAPS

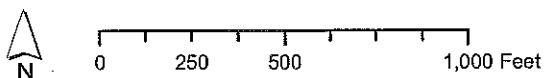
- 1) Boundary Map
- 2) Zone Districts Map



# OCEAN AVENUE SOUTH MAP 1: PLAN BOUNDARY

OCTOBER 15, 2015

1 inch = 500 feet



Jersey City  
City Planning Division  
30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323






## OCEAN AVENUE SOUTH MAP 2: LAND USE

SEPTEMBER 10, 2015

1 inch = 500 feet



0 250 500 1,000 Feet

-  1.) Neighborhood Mixed Use
-  2.) Historic Neighborhood Mixed Use
-  3.) Future Development



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

City Clerk File No. Ord. 15.166

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

**COUNCIL AS A WHOLE**

offered and moved adoption of the following ordinance:

**CITY ORDINANCE 15.166**

**TITLE: AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 17905, LOTS 18, 20 & 21, MORE COMMONLY KNOWN AS 612-616 COMMUNIPAW AVENUE, FOR A COMMUNITY GARDEN**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

**WHEREAS**, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

**WHEREAS**, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt A Lot" Program; and

**WHEREAS**, the City owns Block 1705, Lots 18, 20 and 21 on the official tax map of the City and which is more commonly known as 612-616 Communipaw Avenue; and

**WHEREAS**, Block 1705, Lots 18, 20 and 21 are lots suitable for gardening and such use will transform these vacant lots which are currently filled with weeds and debris and improve and enhance the area and; and

**WHEREAS**, the Jackson Hill Main Street Management Corporation is a non-profit corporation with offices located at 99 Monticello Avenue in Jersey City and which seeks to lease Block 1705, Lots 18, 20, and 21 pursuant to the City's "Adopt A Lot Program" in order to create a community garden thereon; and

**WHEREAS**, the Jackson Hill Main Street Management Corporation ("the Lessee") understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever; and In particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

**WHEREAS**, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

**WHEREAS**, the lease term will be for one (1) year beginning as of December 17, 2015 and ending December 16, 2016 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and



**AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 17905, LOTS 18, 20 & 21, MORE COMMONLY KNOWN AS 612-616 COMMUNIPAW AVENUE, FOR A COMMUNITY GARDEN**

**WHEREAS**, the consideration for the lease shall be one dollar (\$1.00) a year and other good and valuable considerations; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute a lease of Block 1705, Lots 18, 20 and 21 on the official tax map of the City and more commonly known as 612-616 Communipaw Avenue, with the Jackson Hill Main Street Management Corporation for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program".
  2. The term of the Lease Agreement shall be one (1) year commencing as of December 17, 2015 and terminating on December 16, 2016 one dollar (\$1.00) a year.
  3. The form of the Lease is attached hereto and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

**Note:** All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 11/12/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

**AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH JACKSON HILL MAIN STREET MANAGEMENT CORPORATION FOR THE USE OF BLOCK 17905, LOTS 18, 20, & 21, MORE COMMONLY KNOWN AS 612-616 COMMPUNIPAW AVENUE, FOR A COMMUNITY GARDEN**

**Initiator**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This ordinance authorizes the City of Jersey City to enter into a lease with Jackson Hill Main Street Management Corporations. The Jackson Hill Main Street Management Corporation ("the Lessee") understands that the properties leased to non-profit corporations or associations participating in the City's "Adopt-a Lot" program are to be used for gardening and for no other purpose whatsoever; and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

11.13.15  
**Date**

# EXHIBIT A

## ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City"/Department of Public Works "DPW" to \_\_\_\_\_ ("Lessee") for the operation of an Adopt-A-Lot Garden located at \_\_\_\_\_ (address) on \_\_\_\_\_ and Lot(s) \_\_\_\_\_ ("the Garden"). This Lease shall be administered by the Department of Health and Human Services through the Adopt-A-Lot Program Officer ("Officer"), which is currently located at 199 Summit, Unit F Jersey City, NJ 07306.

### 1. Term

This Lease is issued to Lessee for a term (the "Term") of one year beginning \_\_\_\_\_ and ending \_\_\_\_\_ unless earlier terminated. The Lease may be renewed by the Director of the Department of Public Works ("Director") at his discretion if Lessee successfully completes the obligations set forth in this Lessee.

### 2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated by Lessee as its "Contact Person."

**Current Contact Person for Lessee:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone numbers:**

**Day:** \_\_\_\_\_

**Evening:** \_\_\_\_\_

**Weekend:** \_\_\_\_\_.

Lessee shall promptly notify DPW and the Division of Planning of any change in contact person or of the address or telephone number(s) provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

### 3. Obligations of Lessee/Use of Premises

- A. This Lease is specifically entered into for the purpose of Lessee's designing and installing a plant garden and thereafter maintaining such garden and all plants and structures contained therein (including, but not limited to, all fences, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.
- B. Before taking possession of the leased premises, Lessee shall do the following:
  - a. Lessee shall notify the Director and then the Contact Person and the Officer shall inspect the premises together for the purpose of locating and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Director determines that a dangerous condition exists on the

premises that cannot be remedied at a cost deemed reasonable by the Director, then the City shall have the right to terminate the Lease immediately.

C. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Department of Health and Human Services.
- b. Lessee shall post a sign approved and provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program and the Department of Public Works.
- c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.

D. Within six months of the issuance of this license, or sooner if applicable, Lessee agrees to the following:

- a. Lessee shall design and install a plant garden.
- b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
- c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
- d. Lessee shall open the Garden to the public, as required by Section 8.
- e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.

E. Upon execution of the Lease, the Lessee agrees to the following:

- a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
- b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
- c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, New Jersey State, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by DPW to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
- d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of DPW.
- e. Provide two reports each year, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a

list of current Garden members, and any current concerns or problems that the Lessee believes DPW should be made aware of or a problem fulfilling any of the requirements specified in this lease.

- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Department of Health and Human Services with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify DPW of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the DPW and the Officer.

6. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the DPW.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from DPW, and, where applicable, the Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of 5 Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals shall reside in the Garden. Dogs may never reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.

- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to NJSA 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving 10 days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naptha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

7. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this lease or of the rules established by the City, and upon failure to discontinue such violation within ten days after notice to the Lessee, this lease shall, at the option of the City, become void. Notwithstanding the above, the DPW and/or City may terminate this Lease without advance notice for any of the following reasons: 1) Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same; 2) Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity; 3) the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the lease at its convenience without cause by giving written notice 60 days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

8. Access

- A. Gardens are required to keep their gates open for a minimum of 20 hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer. DPW and the Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, may terminate this Lease.
- B. The City, its representatives, the DPW, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

9. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools and other unused items provided by DPW to DPW within thirty days of receipt of a notice of termination. DPW retains the right to keep for its own use any items left in the Garden after this Lease expires or is terminated.

If the Lessee shall remain in the premises after the expiration of the term of this lease without having executed a new written lease with the City, such holding over shall not constitute a renewal or extension of this lease. The City may treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

10. Indemnification

The City shall indemnify and hold the Lessee and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee occupancy and use of the leased premises. The City shall defend any suit against the Lessee, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false, or fraudulent.

11. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be



performed pursuant to this Lease were not and are not directed by DPW and the City, and the City and the DPW assume no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

**12. Modification**

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

**13. Conflict of Interest**

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

**14. No Assignment**

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

**15. Employees**

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance; workers' compensation, disability benefits and social security.

**16. No Claim Against Officers, Agents, or Employees**

No claim whatsoever shall be made by Lessee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

17. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

18. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

\_\_\_\_\_  
\_\_\_\_\_  
DPW Director

Contact Person

\_\_\_\_\_  
\_\_\_\_\_  
Lessee (Garden or Group Name)

Officer

\_\_\_\_\_  
Department of Health and Human Services Director

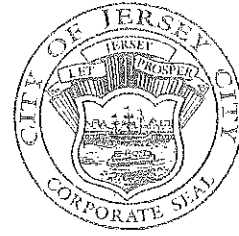
Approved as to Form

\_\_\_\_\_  
City Clerk

City Clerk File No. Ord. 15.167

Agenda No. 3.0 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

### **CITY ORDINANCE 15.167**

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER  
INTO A MONTH-TO-MONTH TENANCY WITH RESCORE  
MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711  
MONTGOMERY STREET**

**WHEREAS**, the City of Jersey City ("City") has a need for off-street parking for residents and business invitees in the area known as McGinley Square; and

**WHEREAS**, Rescore Montgomery LLC ("Rescore"), is the owner of a vacant lot located at 711 Montgomery Street ("Property"); and

**WHEREAS**, the "City" and Rescore Montgomery LLC desire to enter into a lease agreement for the vacant lot at 711 Montgomery Street; and

**WHEREAS**, the "City" will lease certain space within McGinley Square located at 711 Montgomery Street to be used for off-street parking; and

**WHEREAS**, the "City" has agreed to a Month to Month Tenancy effective January 1, 2016; and

**WHEREAS**, the payment of rent shall be at a rate of \$1.00 per month for a total of \$12.00 per year; and

**WHEREAS**, the "City" shall be responsible for obtaining an exemption for the Property from real estate taxes; and

**WHEREAS**, if the "City" is unable to obtain the exemption, the "City" shall pay the real estate taxes which are approximately \$50,000.00 per year; and

**WHEREAS**, the City shall have the right to terminate the Lease at any time; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease agreement of real property or personal property; and

**WHEREAS**, the sum of \$50,000.00 will be made available in the 2016 temporary, permanent and future Calendar Year Budgets in account # 01-201-31-430-303; and

**NOW THEREFORE BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Rescore Montgomery, LLC subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel.
  2. The term of the Lease Agreement is a month-to-month tenancy effective January 1, 2015 at a cost of \$1.00 per month for a total of \$12.00 per year.
  3. The "City" shall be responsible for obtaining an exemption for the "Property" from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year; and
  4. The "City" shall have the right at its convenience to terminate the Lease Agreement at any time without cause.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section in the numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: *Anthony Wayne Paul E. Mero*

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Ann Marie Miller</b>	<b>Real Estate Manager</b>
<b>Phone/E-Mail</b>	<b>(201) 547-5234</b>	<b>annmarie@icnj.org</b>

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To provide parking for residents and business invitees in the area known as McGinley Square.

The term of this Lease Agreement shall take effect as of January 2, 2016 on a month to month basis at a cost of \$1.00 per month or \$12.00 per year.

The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

11/13/15  
\_\_\_\_\_  
Date

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made on \_\_\_\_\_, 2015

Between  
RESCORE MONTGOMERY LLC, a Delaware  
Limited liability company  
c/o Joseph DiCristina  
One Town Center Road, Suite 600  
Boca Raton, Florida 33486

"Landlord"

And THE CITY OF JERSEY CITY

with offices at 280 Grove Street  
Jersey City, N.J. 07302

"Tenant"

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises as of January 1, 2016:

The entire premises at 711 Montgomery Street, Jersey City, New Jersey, more specifically described on Schedule A attached hereto for a month to month tenancy, commencing on January 1, 2016 subject to Section 26 hereof and to be used and occupied only for the sole purpose of a parking lot for motor vehicles.

UPON the following Conditions and Covenants:

### 1. Payment of Rent.

The term of this Lease is MONTH-TO-MONTH. The Tenant covenants and agrees to pay to the Landlord, monthly rent in the sum of \$1.00 per month commencing as of January 1, 2016, plus any other Tenant obligations described herein.

### 2. Repairs and Care.

The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises to the Landlord vacant and free from any motor vehicles, debris or trash. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances and shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

No hazardous waste, toxic or flammable materials shall be stored or kept on the subject premises at any time. Tenant shall cut the grass, if necessary, and keep the premises in orderly condition.

3. Alterations and Improvements.

No alterations, additions or improvements shall be made, or shall be installed in or attached to the premises, without the written consent of the Landlord.

4. Utilities.

The Tenant shall pay when due all the rents or charges for utilities used by the Tenant, which are or may be assessed or imposed upon the premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment or rent next due or within thirty (30) days of demand therefor, whichever occurs sooner.

5. Compliance with Laws, Etc.

The Tenant shall promptly comply with all Laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. Failure to so comply shall be grounds to terminate this Lease provided fifteen (15) days' notice to cure is served on Tenant. Any summons or citations issued by any governmental agency arising out of Tenant's use of the premises shall be the sole responsibility of the Tenant as additional rent hereunder. If Tenant requires a Certificate of Occupancy, same shall be obtained by Tenant and any inspections, repairs, etc. necessitated shall be done at Tenant's own expense.

6. Liability Insurance.

The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord and Tenant, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons,

for not less than \$50,000.00. The policy or policies of insurance or Certificate of Insurance naming Landlord entity as additional insured, shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. Failure to maintain liability insurance naming Landlord as an additional insured as described shall be a ground for termination of this Lease.

7. Restriction of Use.

The Tenant shall not occupy or use the premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

8. Mortgage Priority.

This Lease shall not be a lien against the said premises in respect to any mortgages that may hereinafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date or recording and the Tenant agrees to execute any instruments, without cost which may be deemed necessary or desirable, to further effect and subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instrument shall entitle the Landlord to the option of cancelling this Lease, and the term hereof is hereby expressly limited accordingly.

9. Condemnation and Eminent Domain.

If the land and premises leased herein or of which the premises are a part, or, any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord or Tenant, may be terminated, upon thirty (30) days written notice to the other party, shall terminate and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or



conveyance in lieu of formal condemnation proceedings, and all rights of the Tenant to damages, if any are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

10. Fire and Other Casualty.

Intentionally omitted.

11. Reimbursement of Landlord.

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, the Landlord may, if the Landlord so elects, carry out the performance of such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease contained.

12. Inspection and Repairs.

The Tenant agrees that (i) the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making any such repairs or alteration therein or conduction any tests on the premises, including but not limited to, any soil and geological tests on site, as may be necessary for the future plans by the Landlord at this site; and (ii) Landlord may store any equipment or materials on the premises in connection with such alterations, repairs or testing. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs since all repairs to the premises are to be made by the Tenant subject to the Landlord's rights under Paragraph 3 above.

13. Right to Exhibit.

The Tenant agrees to permit the Landlord and the Landlord's agents, employees

or other representatives, at any time, to show the premises to persons wishing to rent or purchase the same, or persons retained by the Landlord to perform services for the future development of the site, and to be allowed to erect signage announcing the proposed development.

#### 14. Removal of Tenant's Property.

Any equipment, fixtures, goods or other property of the Tenant, or Tenant's customers' property, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any. Should the Landlord be required to physically remove any such motor vehicles at the conclusion of this tenancy, any costs attributed to such removal shall be paid by the Tenant as additional Rent and shall be due upon demand.

#### 15. Remedies Upon Tenant's Default.

If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; same to be paid as such deficiencies arise and are ascertained each month.

Notwithstanding anything to the contrary herein, Landlord's right of re-entry and repossession of the premises shall arise only in the event of abandonment or Tenant's lawful eviction or any other means governed by New Jersey Statutes or Case Law.

#### 16. Termination on Default.

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency,

receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by the operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the terms hereof, upon giving to the Tenant or any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage, provided same is done in accordance with New Jersey law.

#### 17. Non-Liability of Landlord.

The Landlord shall not be liable for and Tenant shall indemnify, defend and hold Landlord harmless from any claims, damages losses, costs and expense arising as a result of any damage or injury which may be sustained by the Tenant or any other person, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any other tenant, or the Landlord, Landlord's members, managing principals, employees or affiliates of Landlord, or the Landlord's representatives or agents or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption with, interruption of or failure beyond the reasonable control of the Landlord for any services to be furnished or supplied by the Landlord, including any act of vandalism to the premises, should that occur.

#### 18. Non-Waiver By Landlord.

The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

#### 19. Validity of Lease.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjusted to be invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

#### 20. Broker's Commission.

Both parties represent that they have not contacted a real estate broker nor owe any commission as a result of this Lease. Both parties indemnify the other for any claims for real estate commissions from the lease of this property.

21. Notices.

See Section 27.

22. Title and Quiet Enjoyment.

The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforementioned.

23. Entire Contract.

This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

24. Waiver of Subrogation Right.

The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

25. Real Estate Taxes.

Tenant is responsible for obtaining an exemption for the premises from real estate taxes. If Tenant is unable to obtain the exemption, the Tenant shall pay all real estate taxes associated with the premises during the term of this Lease. Tenant further represents that no real estate taxes, past or present, are due for the premises.

26. Right to Terminate.

Either party shall have a right to terminate this Lease upon giving to the other party [thirty (30) days] notice in writing of its intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the premises, by

force or otherwise, without liability for damage.

27. Notice.

All notices to be given hereunder shall be delivered by hand, or sent to the party to be notified, via certified mail, return receipt requested or sent by recognized overnight courier which provides evidence of receipt and shall be deemed given when delivered by hand or one (1) business day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed to the parties as follows, or such other address as may be designated in writing, which notice of change of address shall be given in the same manner:

If to the Landlord:

Rescore Montgomery, LLC  
c/o Jimmy Hancock  
One Town Center Road, Suite 600  
Boca Raton, Florida 33486

and

Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Attn: Marina I. Ross, Esq.

If to the Tenant:

City of Jersey City  
City Clerk of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

And

Jersey City Corporation Counsel  
280 Grove Street  
Jersey City, NJ 07302

28. Signatures.

The parties agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers have been authorized to sign and its corporate seal is affixed hereto.

29. Counterparts.

This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

30. Waiver of Trial by Jury.

LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THE LEASE.

31. Attorneys' Fees.

In the event of any dispute or to enforce the terms of this agreement the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and expenses (including, but not limited to, those charges for services in connection with representation before, during or after the trial level, upon all appellate levels, and in any bankruptcy or insolvency proceeding) in connection therewith.

[SIGNATURES TO FOLLOW]

Landlord:

Rescore Montgomery, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Joseph DiCristina, Authorized Signatory

Tenant:

City of Jersey City

By: \_\_\_\_\_

## SCHEDULE A

Block: 15004

Lots: 15 and 31



City Clerk File No. Ord. 15.168

Agenda No. 3. E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

### CITY ORDINANCE 15.168

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS TENANT, TO EXTEND FOR A ONE YEAR TERM A LEASE AGREEMENT WITH 18 ASH STREET REALTY, LLC, AS LANDLORD, FOR SPACE LOCATED AT 46 STATE STREET, JERSEY CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") has a need for storage space for equipment used by the City's Fire and Emergency Services; and

WHEREAS, Ordinance 11-015, adopted on February 9, 2011, authorized a five year lease agreement with 18 Ash Street Realty, LLC ("Landlord") to lease to the City approximately 6,000 square feet of space located at 46 State Street, Jersey City; and

WHEREAS, the lease term began on January 1, 2011 and ends on December 31, 2015; and

WHEREAS, the lease provides the City with options to extend the lease for up to two additional one year terms; and

WHEREAS, the City desires to extend the lease for one additional year effective on January 1, 2016; and

WHEREAS, the monthly base rent will be \$5,200.00 or \$62,400.00 annually plus real property taxes which in the year 2016 will be \$14,000; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire property by lease;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement Extension with 18 Ash Street Realty, LLC for space at 46 State Street;
- 2) The term of the Lease Agreement Extension is one year commencing on January 1, 2016 and ending on December 31, 2016;
- 3) The total annual base rent shall not exceed \$62,400.00 and shall be payable in 12 equal installments of \$5,200.00 payable on the first day of each month, together with the 2016 real estate taxes in the amount of \$14,000.00 for a total of \$76,400.00; and
- 4) Funds for this lease will be available in the 2106 fiscal year temporary and permanent budgets.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

RR  
11-10-15

Jerome P. Pelt 11/17/15  
Signature of Department Director Date

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS TENANT, TO EXTEND FOR A ONE YEAR TERM A LEASE AGREEMENT WITH 18 ASH STREET REALTY, LLC, AS LANDLORD FOR SPACE LOCATED AT 46 STATE STREET, JERSEY CITY

### **Initiator**

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4898	JCala@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

The Fire Department and the Office of Emergency Management have received a number of vehicles and large stockpiles of Homeland Security equipment.

The lease of this building is necessary to store and secure the vehicles and equipment because space is not available in the current city buildings.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

11/13/15  
\_\_\_\_\_  
Date

### LEASE AGREEMENT EXTENSION

This Lease Agreement Extension made this \_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Jersey City, City Hall, 280 Grove Street, Jersey City, New Jersey, a municipal corporation of the State of New Jersey ("City" or "Tenant"), and 18 Ash Street, LLC, having an address at 18 Ash Street, Jersey City, New Jersey ("Landlord").

**WHEREAS**, the City has a need for storage space for equipment used by the City's Fire and Emergency Services; and

**WHEREAS**, , Ordinance 11-015, adopted on February 9, 2011, authorized a five year lease agreement with the Landlord to lease to the City approximately 6,000 square feet of space located at 46 State Street, Jersey City for a term beginning on January 1, 2011 and ending on December 31, 2015; and

**WHEREAS**, the lease provides the City with options to extend the lease for up to two additional one year terms; and

**WHEREAS**, the City desires to extend the lease for one additional year effective on January 1, 2016; and

**WHEREAS**, the monthly base rent will be \$5,200.00 or \$62,400.00 annually plus real property taxes which in the year 2016 will be \$14,000.00;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1) The City's Lease Agreement with the Landlord is extended for one year commencing on January 1, 2016 and ending on December 31, 2016.
- 2) The total annual base rent is \$62,400.00 and shall be payable in 12 equal installments of \$5,200.00 payable on the first day of each month, together with the 2016 real estate taxes in the amount of \$14,000.00 for a total annual cost of \$76,400.00.
- 3) All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Lease Agreement dated January 1, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City, by its Mayor or Business Administrator and 18 Ash Street, LLC by an authorized representative, have executed this Lease Agreement Extension and affixed their corporate seals thereto the day, month and year first above written.

City of Jersey City

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

18 Ash Street, LLC

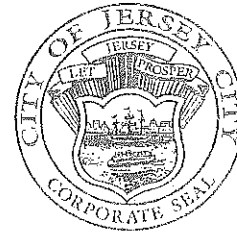
Witness: \_\_\_\_\_

\_\_\_\_\_

City Clerk File No. Ord. 15.169

Agenda No. 3.F 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.169

**TITLE: AN ORDINANCE APPROVING A TEN (10) YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED AT 460 GRAND STREET BY 456 GRAND REALTY URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, 456 Grand Realty Urban Renewal, LLC, ("the Entity") is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity is the owner of certain property known as Block 13801, Lot 6 on the City's Official Tax map, consisting of approximately .55 acres, and more commonly known by the street address of 460 Grand Street, and more specifically described by metes and bounds, in the application ("the Property"); and

**WHEREAS**, the Property is located within the Bates Street Redevelopment Plan Area, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, by an application dated August 7, 2015, the Entity applied for a ten (10) year long term tax exemption to construct a market rate residential rental project to consist of a ten (10) story building with approximately eighty-two (82) market rate residential rental units, seven-thousand, five-hundred and one (7,501) square feet of commercial and one-hundred and twelve (112) parking spaces totaling 15,945 square feet of parking ("the Project"); and

**WHEREAS**, the Project received site plan approval from the Planning Board on July 21, 2015; and

**WHEREAS**, 456 Grand Realty Urban Renewal, LLC has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge (ASC) or (ii) 12% of the Annual Gross Revenue, which sum is initially estimated to be \$277,515; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at \$5,550; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge estimated to be \$13,876; and
5. pay the sum of \$158,170 to the City's Affordable Housing Trust Fund;
6. execute a Project Employment & Contracting Agreement; and

7. Pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to the "Open Space Trust Fund" as required in the Bates Street Redevelopment Plan. The payments shall be made in three equal payments of \$89,833.33 on the same schedule used for the Affordable Housing Trust Fund payments.

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$21,406, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$277,515 to the City and an additional sum of approximately \$13,876 to Hudson County;
2. the Project will create approximately eighty (80) jobs during construction and twenty (20) new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Bates Street Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, the Entity has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. The application of 456 Grand Realty Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, Block 13801, Lot 6, more commonly known by the street address of 460 Grand Street, more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of fifteen (15) years from the adoption of the within Ordinance or 10 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to \$277,515 upon Project Completion, whether or not the Project is occupied; or

- (b) 12% of the Annual Gross Revenue, which initial sum is estimated to be \$277,515, and which shall be subject to statutory increases during the term of the tax exemption.
- 3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$5,551;
- 4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$13,876;
- 5. Project: A residential rental project, which will consist of a ten (10) story building with approximately eighty-two (82) market rate residential rental units, 7,501 square feet of commercial space, 233 square feet of amenity space and one hundred and twelve (112) parking spaces totaling 15,945 square feet of parking;
- 6. Affordable Housing Trust Fund: \$1,500 per unit (82 units) or \$123,000, and \$1.50 per square foot of commercial space (7,501 sq. ft.) and \$1.50 per square foot of parking (15,945 sq. ft.) for a total of \$158,170. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement;
- 7. Staged Adjustments:
  - (a) Stage One: years 1-6: 12% of Annual Gross Revenue;
  - (b) Stage Two: year 7. The ASC beginning in year seven (7) through the end of year seven (7) would be the greater of twelve percent (12%) of gross revenue or twenty percent (20%) of conventional taxes;
  - (c) Stage Three: year 8. Beginning in year eight (8) through the end of year eight (8) the ASC would be the greater of twelve percent (12%) of Annual gross revenue, or forty percent (40%) of conventional taxes;
  - (d) Stage Four: year 9. Beginning in year nine (9) through the end of year nine (9) the ASC would be the greater of twelve percent (12%) of Annual gross revenue, or sixty percent (60%) of conventional taxes.
  - (e) Final Stage: Beginning on the 1st day of the 10th year through the date the tax exemption expires, an amount equal to the greater of twelve percent (12%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.
- 8. Execution of a Project Employment and Contracting Agreement;
- 9. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91<sup>st</sup> day at the same rate as the City charges for unpaid real estate taxes;
- 10. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.
- 11. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face**  
and repealed matter by *italic*.

JH 11/12/15

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: *[Signature]*  
Business Administrator

Certification Required ☐

Not Required ☐



## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Ten Year Tax Exemption for a Market Rate Mixed-use Rental Project to be Constructed by 456 Grand Realty Urban Renewal, LLC An Urban Renewal Entity pursuant to the Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq.

### **Initiator**

Department/Division	Mayor's Office	
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	6542	mvigil@icnj.org

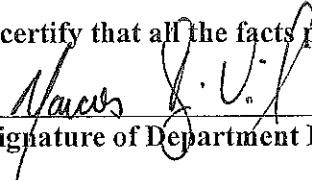
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

The property is in Tier II of the Jersey City Tiered Tax Exemption Policy Map. The applicant has requested a term of the lesser of fifteen (15) years from the date of approval of an ordinance approving the abatement or ten (10) years from substantial completion of the project.

It will be new construction of a mixed-use ten (10) story building with eighty-two (82) market rate rental residential units, one hundred twelve (112) parking spaces and 7,734 square feet of commercial units. The project is within the Bates Street Redevelopment Plan Area. As allowed in the Redevelopment plan, the applicant will pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to an "Open Space Trust Fund". The application fee of \$9,500 was paid.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date

11/5/15

**TIER 2 - FINANCIAL AGREEMENT (10 YEAR)**  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
11/17/15

**Re: 460 Grand Street**  
Approximately 0.55 Acres  
Block 13801, Lot 6  
Bates Street Redevelopment Plan

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the 16<sup>th</sup> day of December, 2015 by and between **456 GRAND REALTY URBAN RENEWAL, LLC** an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 616 Gorge Road, Unit 2, Cliffside Park, New Jersey 07010 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, the Entity is the Owner [or Lessee] pursuant to Deed [or Lease] dated December 18, 2014, of certain property designated as Block 13801, Lot 6, more commonly known by the street address of 460 Grand Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Bates Street Redevelopment Plan [Redevelopment Plan Area]; and

**WHEREAS**, the Entity plans to construct a ten (10) story building with approximately eighty-two (82) market rate residential units, 7,501 square feet of commercial space, 233 square feet of amenity space and a garage unit to contain approximately one-hundred and twelve (112) parking spaces totaling 15,945 square feet of parking; [Project]; and

**WHEREAS**, on July 21, 2015 the Project received site plan approval from the Planning Board; and

**WHEREAS**, on August 7, 2015, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance 15.\_\_\_\_ on December 16, 2015, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$21,406 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$277,515;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$52,723 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$105,447 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately eighty (80) new construction jobs and twenty (20) new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Bates Street Redevelopment Plan, and will include the development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants

and the success of the Project; and

3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2105-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 15.\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue - Any and all revenue derived from or generated by the

Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

Annual Gross Revenue for Condominium - The amount equal to the annual aggregate constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all profit exceeding Allowable Net Profit, i.e., annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies,

notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean 456 Grand Realty Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and

supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 15.\_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$21,406; and (b) upon Substantial Completion, the sum of \$277,515 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other

compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 13801, Lot 6, more commonly known by the street address 460 Grand Street, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**



Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a ten (10) story building with approximately eighty-two (82) market rate residential rental units and a garage unit to contain approximately one-hundred and twelve (112) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

### **Section 2.7 Good Faith Estimate of Initial Rents [or Sale Prices, if Condominium]**

The Entity represents that its good faith projections of the initial rents and other revenue [or sale prices, if condominium] to the Project are set forth in Exhibit 7.

## **ARTICLE III - DURATION OF AGREEMENT**

### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for a term of the lesser of fifteen (15) years from the date of the adoption of Ordinance 15.\_\_\_\_ on December 16, 2015 or ten (10) years from the original date of substantial completion of the project.

The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

## **ARTICLE IV - ANNUAL SERVICE CHARGE**

### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 12% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimate of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax

exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

The Entity agrees to a rate of twelve percent (12%) of Annual gross revenue, a two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County.

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 12% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land

Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Trust Fund Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$158,170 or [\$1,500 per unit for 82 units and \$1.50 per square foot of commercial (there is 7,501 square feet of commercial) and \$1.50 per square foot of parking (there is 15,945 square feet of parking)] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial

Agreement.

#### **Section 4.7 Open Space Trust Fund Contribution**

As required in the Bates Street Redevelopment Plan, the applicant shall pay a density bonus fee of \$269,500 for an additional forty-nine (49) units to the "Open Space Trust Fund". The payments shall be made in three equal payments of \$89,833.33 on the same schedule used for the Affordable Housing Trust Fund payments.

#### **Section 4.8 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

### **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

#### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

#### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the

preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Allowable Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A.

40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement. If the Service Charge is calculated as a percentage of Total Project Costs, such costs must be included in the Total Project Costs for purposes of calculating the Annual Service Charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays



in full the maximum transfer fee, currently 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

#### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

### **ARTICLE X - COMPLIANCE**

#### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

#### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to

proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City

no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

## **ARTICLE XIII - DISPUTE RESOLUTION**

### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance

with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 hereof and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

## **ARTICLE XIV - WAIVER**

### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

456 Grand Realty Urban Renewal, LLC  
616 Gorge Road, Unit 2  
Cliffside Park, New Jersey 07010

And to

George Garcia, Esq.  
Genova Burns, LLC  
30 Montgomery Street, Suite 1105  
Jersey City, New Jersey 07302

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement,

and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

#### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

#### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **ARTICLE XIX - EXHIBITS**

#### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents [or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed [or Lease]



**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**456 GRAND REALTY URBAN RENEWAL, LLC**

**ATTEST:**

**CITY OF JERSEY CITY**

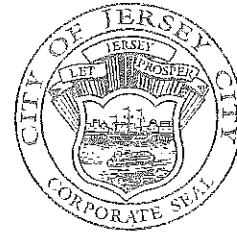
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**ROBERT BYRNE**  
**CITY CLERK**

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**ROBERT J. KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

City Clerk File No. Ord. 15.170

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.170

**TITLE: ORDINANCE APPROVING A FIFTEEN (15) YEAR TAX EXEMPTION FOR AN INDUSTRIAL PROJECT TO BE CONSTRUCTED BY HUDSON MAIN URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ, FOR THE PROPERTY DESIGNATED AS BLOCK 27401, LOT 41, ON THE CITY S TAX MAP, AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 143 CHAPEL AVENUE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Hudson Main Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the Entity); and

**WHEREAS**, the Entity is the owner of certain property known as Block 27401, Lot 41, on the City's Official Tax map, consisting of approximately 2.062 acres, more commonly known by the street address of 143 Chapel Avenue and more specifically described by metes and bounds, in the application ("the Property"); and

**WHEREAS**, the Property is located within the Chapel Avenue Industrial Park Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Entity is the owner/operator of Eastern Millwork, Inc. ("EMI") which is a manufacturer and installer of high-end millwork and is currently operating out of a factory located adjacent to the subject Property at 18 Chapel Avenue; and

**WHEREAS**, EMI has been operating at 18 Chapel Avenue since 2003, but the company must vacate the facility by February, 2017 due to serious ground contamination; and

**WHEREAS**, EMI employs thirty-eight (38) full time employees at its current location; and

**WHEREAS**, ten (10) of EMI's current employees are Jersey City residents and fifty-two percent (52%) of EMI's current employees are minorities; and

**WHEREAS**, EMI also employs an additional eighteen (18) full-time union field installers who work off-site; and

**WHEREAS**, the average salary for the thirty-eight (38) on-site employees is in excess of \$50,000 per year plus full company paid health benefits; and

**WHEREAS**, if EMI moves to a location outside of Jersey City, local jobs may be lost; and

**WHEREAS**, by an application dated June 9, 2015, the Entity applied for a fifteen (15) year, long term tax exemption to construct a new factory to consist of a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space and thirteen-thousand and three-hundred square feet of parking space [Project]; and

**WHEREAS**, the Project received site plan approval from the Planning Board on May 5, 2015; and

**WHEREAS**, Hudson Main Urban Renewal, LLC has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge (ASC) or (ii) 10% of the Annual Gross Revenue, which sum is initially estimated to be \$45,000; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee to the City (\$900); and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge upon receipt of that charge (\$2,250); and
5. pay the sum of \$24,250 (\$0.10 x 43,000 square feet of industrial space and \$1.50 x 13,300 square feet of parking space ) to the City's Affordable Housing Trust Fund; and
6. execute a Project Employment & Contracting Agreement; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$13,004, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$45,000 to the City;
2. it is expected that the Project will create approximately twenty-five (25) jobs during construction and retain thirty-eight (38) permanent, full-time jobs after construction;
3. the Project will stabilize and contribute to the economic growth of the City by keeping industrial jobs in the City;
4. the Project will further the overall redevelopment objectives of the Chapel Avenue Industrial Park Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the Project for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors who are needed to finance the Project; and
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget which will insure the likelihood of the success of the Project; and

**WHEREAS**, Hudson Main Urban Renewal, LLC has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

- A. The application of Hudson Main Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 27401, Lot 41, more commonly known by the street address of

143 Chapel Avenue, and more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: The applicant has requested a term of the lesser of twenty (20) years from the date of approval of an ordinance approving the abatement or fifteen (15) years from substantial completion of the Project;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$45,000 upon Project Completion; or
    - (b) 10% of the Annual Gross Revenue, which initial sum is estimated to be \$45,000, and which shall be subject to statutory increases during the term of the tax exemption.
  3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$900;
  4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$2,250;
  5. Project: new construction of a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space and thirteen-thousand and three-hundred square feet of parking space
  6. Affordable Housing Trust Fund: \$0.10 x 43,000 square feet of industrial space and \$1.50 x 13,300 square feet of parking space, for a total of approximately \$24,250;
  7. Staged Adjustments:
    - (a) Stage One: years 1-6: 10% of Annual Gross Revenue;
    - (b) Stage Two: year 7. The ASC beginning in year seven (7) through the end of year nine (9) would be the greater of ten percent (10%) of gross revenue or twenty percent (20%) of conventional taxes;
    - (c) Stage Three: year 10. Beginning in year ten (10) through the end of year eleven (11) the ASC would be the greater of twelve percent (10%) of Annual gross revenue, or forty percent (40%) of conventional taxes;
    - (d) Stage Four: year 12. Beginning in year twelve (12) through the end of year thirteen (13) the ASC would be the greater of ten percent (10%) of Annual gross revenue, or sixty percent (60%) of conventional taxes.
    - (e) Final Stage: Beginning on the 1st day of year fourteen (14) year through the date the tax exemption expires, an amount equal to the greater of ten percent (10%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.
  8. Execution of a Project Employment and Contracting Agreement;
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file

in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

*JJH 11/15/15*

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Hudson Main Urban Renewal, LLC, is applying for a Fifteen (15) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq. Designated as Block 27401 Lot 41 on the City's Tax Map and known as 143 Chapel Avenue.

**Initiator**

Department/Division	Mayor's Office	
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	(201) 547-5200	mvigil@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The applicant, Hudson Main Urban Renewal, LLC, is applying for a Fifteen (15) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a single story industrial building located on vacant land within the Chapel Avenue Industrial Park Redevelopment Plan area. Eastern Millwork, Inc., an affiliate of the applicant, will be the sole tenant of this facility.

The proposed project will be a one story 43,000 square foot industrial building with an office mezzanine on property that is currently vacant.

The application fee of \$9,500 was paid.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**TIER 6 - FINANCIAL AGREEMENT**  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(Commercial or Industrial)

**Re: Hudson Main Urban Renewal, LLC**  
143 Chapel Avenue  
Approximately 43,000 Square Feet  
Block 27401, Lot 41

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the 16<sup>th</sup> day of December, 2015, by and between **Hudson Main URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 17 Independence Way [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to a Deed, of certain property designated as Block 27401, Lot 41, more commonly known by the street address of 143 Chapel Avenue Avenue, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is an industrial project and is thus eligible for tax exemption pursuant to N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g), and located in the Chapel Avenue Industrial Park Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to construct a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space and thirteen-thousand and three-hundred square feet of parking space [Project]; and

**WHEREAS**, the Project received site plan approval from the Planning Board on May 5, 2015; and

**WHEREAS**, on June 9, 2015, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance 15.\_\_\_\_ on December 16, 2015, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$13,004, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$45,000;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$18,767 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$37,533 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately twenty-five (25) new construction jobs and thirty-eight (38) new permanent full time jobs;

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

#### **ARTICLE I - GENERAL PROVISIONS**

##### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption



Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 2015-07, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 15.\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

## **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

ii. Allowable Profit Rate - The greater of 10% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 10% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and affordable related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Hudson Main Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - If applicable, the amount of taxes assessed on the value of land, on

which the project is located and taxes on any pre-existing improvements. If Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2015-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 15:\_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$13,004; and (b) upon Substantial Completion, the sum of \$45,000 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is

included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be excluded from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## ARTICLE II - APPROVAL

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 27401, Lot 41, more commonly known by the street address 143 Chapel Avenue, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

The Entity plans to construct a one (1) story building with approximately forty-three thousand (43,000) square feet of industrial space, (Phase I) and a thirteen-thousand, six-hundred and fifty-two (13,652) square foot addition (Phase II) to be constructed a later date; [Project]; and all of which is specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total

Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

#### **Section 2.7 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

### **ARTICLE III - DURATION OF AGREEMENT**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 33 years from the date of the adoption of Ordinance 15.\_\_\_\_\_ on December 16, 2015, which approved the tax exemption or 10 years from the original date of Substantial Completion of the Project or December 15, 2025. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

### **ARTICLE IV - ANNUAL SERVICE CHARGE**

#### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge

pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

- i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be ten percent (10%) of Annual Gross Revenue;
- ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7<sup>th</sup> year following Substantial Completion until the last day of the 9<sup>th</sup> year, an amount equal to the greater of ten percent (10%) of gross revenue or twenty percent (20%) of conventional taxes otherwise due on the assessed value of the land and Improvements;
- iii. Stage Three: Beginning on the 1st day of the 10<sup>th</sup> year following the Substantial Completion until the last day of the 11<sup>th</sup> year, an amount equal to the greater of ten percent (10%) of annual gross revenue, or forty percent (40%) of conventional taxes otherwise due on the assessed value of the land and Improvements;
- iv. Stage Four: Beginning on the 1st day of the 12<sup>th</sup> year following Substantial Completion until the last day of the 13<sup>th</sup> year, an amount equal to the greater of ten percent (10%) of annual gross revenue, or sixty percent (60%) of conventional taxes otherwise due on the assessed value of the land and Improvements.
- v. Final Stage: Beginning on the 1st day of the 14<sup>th</sup> year following Substantial Completion through the date the tax exemption expires, (the end of year 15) an amount equal to the greater of ten percent (10%) of annual gross revenue, or eighty percent (80%) of conventional taxes otherwise due on the assessed value of the land and Improvements. At the end of year fifteen (15) full conventional taxes would apply.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as half of one (0.5%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$24,250 or \$0.10 per square foot of industrial space (there is 43,000 square feet of industrial space) and or \$1.50 per square foot of parking (there is 13,300 square feet of parking) as a contribution. The sum shall



be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

#### **Section 5.2 Project Labor Agreement (Projects with construction costs exceeding \$25 million)**

The Entity shall execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code as it exists or as it may be amended from time to time.

#### **Section 5.3 Living Wage Mandate (Projects with construction costs exceeding \$25 million)**

The Entity also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate

of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

## **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated construction cost disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the

Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal

year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material

Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or

amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project , as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**



Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

#### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Hudson Main Urban Renewal, LLC  
17 Independence Way  
Jersey City, New Jersey 07305

And

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07311

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such

Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **Section 18.6 Pending Litigation**

The Entity fully and freely holds the City harmless and assumes any risk that may effect the present or future validity of the within financial agreement, arising from any other litigation.

## **ARTICLE XIX - EXHIBITS**

**Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed [or Lease]

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

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**ROBERT BYRNE  
CITY CLERK**

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**ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR**

**WITNESS:**

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**SECRETARY**

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**PRESIDENT  
HUDSON MAIN URBAN RENEWAL, LLC**

City Clerk File No. Ord. 15.171

Agenda No. 3.H 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.171

TITLE:

**ORDINANCE AUTHORIZING AN AMENDMENT TO THE TAX EXEMPTIONS OF 1) 20 RIVER COURT WEST URBAN RENEWAL COMPANY; 2) 30 RIVER COURT WEST URBAN RENEWAL COMPANY; AND 3) H.P. LINCOLN URBAN RENEWAL COMPANY TO IMPLEMENT A SETTLEMENT AND AMEND THE TAX EXEMPTION UNDER THE 2003 LONG TERM TAX EXEMPTION BUT ONLY AS TO THE DEFINITION OF NET PROFIT**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, 20 River Court West Urban Renewal Company, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. owns certain property designated as Block 7302, Lot 34 (f/k/a Block 20, Lot 2.09), more commonly known by the street address of 20 River Court; and

**WHEREAS**, by the adoption of Ordinance 97-072, on October 8, 1997, the Municipal Council of the City of Jersey City approved a tax exemption for a 30 year tax exemption with a Service Charge equal to 15% of the Annual Gross Revenue, initially estimated to be \$972,000; and

**WHEREAS**, 30 River Court West Urban Renewal Company, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., owns certain property designated as Block 7302, Lot 33 (f/k/a Block 20, Lots 2.29 and 2.10) more commonly known by the street address of 30 River Court; and

**WHEREAS**, by the adoption of Ordinance 97-073 on October 8, 1997, the Municipal Council of the City of Jersey City approved a 30 year tax exemption with a Service Charge equal to 15% of the Annual Gross Revenue initially estimated to be \$972,000; and

**WHEREAS**, H.P. Lincoln Urban Renewal Company, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., owns certain property designated as Block 8801, Lot 6 (f/k/a Block 253, Lot 21; Block 254, Lots 1 and 2; and Block 287, Lot 1) and more commonly known by the street address of 204 Tenth Street; and

**WHEREAS**, by the adoption of Ordinance 94-065 on August 17, 1994, the Municipal Council of the City of Jersey City approved a 30 year tax exemption with a Service Charge equal to 15% of the Annual Gross Revenue initially estimated to be \$254,342; and

**WHEREAS**, these Entities collectively disputed the amount of the excess profit portion of the service charge that had been billed by the Tax Collector in 2014 (\$1,238,241, \$445,968 and \$146,060 respectively) who had determined that the Entities had accrued a liability to the City of Jersey City for an additional service charge based upon their excess profits; and

**WHEREAS**, while the Entities collectively, agreed to pay the City of Jersey City the sum of \$1,830,269, in settlement of the excess profit claims, and as part of the settlement, the City agreed to undertake a discussion in the future of the net profit definition in the financial agreement; and

ORDINANCE AUTHORIZING AN AMENDMENT TO THE TAX EXEMPTIONS OF 1) 20 RIVER COURT WEST URBAN RENEWAL COMPANY; 2) 30 RIVER COURT WEST URBAN RENEWAL COMPANY; AND 3) H.P. LINCOLN URBAN RENEWAL COMPANY TO IMPLEMENT A SETTLEMENT AND AMEND THE TAX EXEMPTION UNDER THE 2003 LONG TERM TAX EXEMPTION BUT ONLY AS TO THE DEFINITION OF NET PROFIT

**WHEREAS**, the parties agree that in 2003, the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., was amended to re-define "net profit", among other things, to allow the deduction of certain expenses that were not permitted under the prior law, that in effect would reduce the amount of the Entities' profit; and

**WHEREAS**, specifically, the City hereby determined that the relative benefits of amending the definition of "net profit" to accord with the 2003 Law would outweigh the costs to the City of terminating the tax exemption; and

**WHEREAS**, accordingly, the parties agree that it is in their mutual best interests to amend the financial agreements to amend the definition of net profit to allow the additional expenses to be deducted from profit as is otherwise only permitted for new tax exemptions approved after the 2003 amendment to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., but retain the existing net profit rate and not increase in the "net profit rate" provided in the 2003 amendment.

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. An amendment to the Financial Agreements of 20 River Court West, 30 River Court West and H.P. Lincoln Urban Renewal Companies, to define "net profit" in a manner that accords with the 2003 amendment to the Long Term Tax Exemption Law is hereby authorized as follows:

- Net Profit of the Original Financial Agreement is hereby amended to read in its entirety as follows:

Net Profit - means the Annual Gross Revenues of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service Charges paid pursuant to N.J.S.A. 40A:20-12; (b) all payments to the municipality of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize the total project cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits, over the term of the abatement as set forth in this Agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits, including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies, and payments into repair or maintenance reserve accounts; (e) all payments of rent including, but not limited to, ground rent by the urban renewal entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes, or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the Entity, or officers, partners or other persons holding any proprietary ownership interest in the Entity."

B. The Mayor or Business Administrator is hereby authorized to execute an addendum to each of the Financial Agreements to reflect the within approved amendment, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

ORDINANCE AUTHORIZING AN AMENDMENT TO THE TAX EXEMPTIONS OF 1) 20 RIVER COURT WEST URBAN RENEWAL COMPANY; 2) 30 RIVER COURT WEST URBAN RENEWAL COMPANY; AND 3) H.P. LINCOLN URBAN RENEWAL COMPANY TO IMPLEMENT A SETTLEMENT AND AMEND THE TAX EXEMPTION UNDER THE 2003 LONG TERM TAX EXEMPTION BUT ONLY AS TO THE DEFINITION OF NET PROFIT

C. The City Clerk shall deliver a certified copy of the Ordinance and Amended Financial Agreements to the Tax Assessor and Director of the Division of Local Government Services.

D. The application for the amendment is on file with the office of the City Clerk. The Amended Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
11/16/15

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING AN AMENDMENT TO THE TAX EXEMPTIONS OF 1) 20 RIVER COURT WEST URBAN RENEWAL COMPANY; 2) 30 RIVER COURT WEST URBAN RENEWAL COMPANY; AND 3) H.P. LINCOLN URBAN RENEWAL COMPANY TO IMPLEMENT A SETTLEMENT AND AMEND THE TAX EXEMPTION UNDER THE 2003 LONG TERM TAX EXEMPTION BUT ONLY AS TO THE DEFINITION OF NET PROFIT**

**Initiator**

Department/Division	Tax Collector	Tax Collector
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	(201) 547-5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

20 River Court West Urban Renewal Company, 30 River Court West Urban Renewal Company, and H.P. Lincoln Urban Renewal Company [Entities], were individually granted a 30 year tax exemption pursuant to Ordinances 97-072, 97-073 and 94-065 respectively; with a Service Charge equal to 15% of the Annual Gross Revenue.

Entities collectively disputed the amount of the excess profit portion of the service charge that had been billed by the Tax Collector in 2014 (\$1,238,241, \$445,968 and \$146,060 respectively) who had determined that the Entities had accrued a liability to the City of Jersey City for an additional service charge based upon their excess profits

Entities collectively, agreed to pay the City of Jersey City the sum of \$1,830,269, in settlement of the excess profit claims, and as part of the settlement. The City now agrees to define "net profit" in the financial agreement under the 2003 Law, which will curtail additional net profit but preserve the tax exemption.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

City Clerk File No. Ord. 15.172

Agenda No. 3.1 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.172

**TITLE:**

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND MARIN BOULEVARD**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOES ORDAIN:**

**WHEREAS**, in the mid 1990's business owners and property owners located in the downtown commercial area along the eastern termini of Newark Avenue and Christopher Columbus Drive petitioned the Municipal Council to create a Special Improvement District along the eastern termini of Newark Avenue and Christopher Columbus Drive and including parts of Jersey Avenue, Barrow Street and Grove Street under N.J.S.A. 40:56-65 et seq.; and

**WHEREAS**, on April 9, 1997, by virtue of the adoption of City Ordinance 97.021 as amended on July 16, 2003 by City Ordinance 03.096, the Historic Downtown Business District was established and an assessment against the owners within the district was approved; and

**WHEREAS**, the Board of the Historic Downtown Special Improvement District Management Corporation has petitioned the Municipal Council to expand the existing boundaries of the District to add certain properties along Newark Avenue and Third Street ending at Brunswick Street; Second Street ending at Coles Street and Coles Street ending at Second Street; Erie Street ending at First Street; Grove Street ending at York Street and certain properties located along parts of Montgomery Street, Mercer Street and Marin Boulevard (the Expansion Area); and

**WHEREAS**, the location of the Expansion Area is depicted on the map attached hereto as Exhibit A and which is also on file in the Office of the City Clerk; and

**WHEREAS**, the Board of the Historic Downtown Special Improvement District Management Corporation has forwarded to the Municipal Council certain reports and petitions pertaining to this proposed expansion and these reports and petitions are also on file in the Office of the City Clerk; and

**WHEREAS**, the Municipal Council has reviewed the submissions of the Board of the Historic Downtown Special Improvement District Management Corporation and pursuant to N.J.S.A. 40:56-65 et seq., the Municipal Council makes the following findings:

1. Businesses, property owners and tenants within the Historic Downtown Special Improvement District Expansion Area will benefit from the establishment of an expanded Historic Downtown Special Improvement District and therefore, the City of Jersey City as a whole will also benefit; and
2. The Historic Downtown Special Improvement District Management Corporation will provide administrative and other services to benefit businesses, property owners, tenants, employees, residents and consumers throughout the Historic Downtown area;
3. A special assessment shall be imposed and collected by the City on all properties located within the expanded Historic Downtown Special Improvement District; and

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND MARIN BOULEVARD**

4. All special assessments shall be transferred in their entirety to the Historic Downtown Special Improvement District Management Corporation consistent with the purposes of this Ordinance and the exercise of the powers granted to it by the Act.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the following supplements to Chapter 69 (SPECIAL IMPROVEMENT DISTRICTS) Article III (HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT) of the Jersey City Municipal Code are hereby adopted:

**ARTICLE III - Historic Downtown Special Improvement District**

**§ 69-20. - Purpose.**

The purposes of this article are to:

- A. Promote economic growth and employment within the expanded Historic Downtown Business District.
- B. Foster and encourage self-help programs to enhance the local business climate.
- C. Create a self-financing Special Improvement District to assist in meeting local needs, goals and objectives.
- D. Designate a District Management Corporation to implement and manage the programs and carry out local needs, goals and objectives.
- E. Impose and collect a special assessment on commercial, industrial and vacant property located within the Historic Downtown District, as expanded.

**§ 69-21. - Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**SPECIAL IMPROVEMENT DISTRICT** (also referred to as "DISTRICT") - That area of Historic Downtown described by block and lot numbers and street addresses as set forth in amended Schedule A and designated by this article in which a special assessment on property shall be imposed for the purposes of promoting the economic and general welfare of the district and city.

**DISTRICT MANAGEMENT CORPORATION** - The Historic Downtown Special Improvement District Management Corporation, (also referred to as "Management Corporation"), an entity incorporated pursuant to Title 15A of the New Jersey Statutes and designated by this article to receive funds collected by a special assessment within the Special Improvement District, as authorized by this article and any amendments thereto.

**§ 69-22. - Legislative findings.**

NO CHANGE.

**§ 69-23. - District created; applicability.**

- A. There is hereby created and designated within the City of Jersey City a Special Improvement District to be known as the "Historic Downtown Special Improvement District," consisting of those properties designated by tax block and lot and street address on Schedule A on file in the office of the City Clerk and as depicted on the map attached hereto dated April 27, 2015 also known as as Exhibit A. The Special

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL  
IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON  
NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE  
STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND  
MARIN BOULEVARD**

Improvement District shall be subject to special assessments on all affected property within the district, which assessment shall be imposed by the city for the purposes of promoting the economic and general welfare of the district and the city.

- B. All commercial, industrial and vacant properties within the Special Improvement District, including all private, nonresidential properties and properties subject to payment in lieu of taxes; the nonresidential portions of properties containing more than one use and tax-exempt land; and tax-exempt land which contains improvements subject to property tax are deemed included in the assessing and taxing provisions of this article and are expressly subject to any fee, tax or assessment made for Special Improvement District purposes.
- C. Only those properties within the Special Improvement District that are fully tax-exempt or used exclusively for residential purposes and those portions of mixed-used properties that are residential are deemed excluded from the assessing provisions of this article and are expressly exempt from any fee, tax or assessment made for Special Improvement District purposes.

**§ 69-24. - Appeals from inclusion.**

NO CHANGE.

**§ 69-25. - Assessments.**

NO CHANGE.

**§ 69-26. - District Management Corporation designated.**

NO CHANGE.

**§ 69-27. - Powers of District Management Corporation.**

NO CHANGE.

**§ 69-28. - Bylaws.**

NO CHANGE.

**§ 69-29. - Municipal powers retained.**

NO CHANGE.

**§ 69-30. - Fiscal year; annual budget.**

- A. The fiscal year of the district shall be July 1 through June 30.
- B. The District Management Corporation shall submit a detailed annual budget for the upcoming calendar year by no later than April 1 to the Mayor and Municipal Council.

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND MARIN BOULEVARD**

- C. The budget shall be submitted with a report which explains how the budget contributes to the goals and objectives for the Special Improvement District. The budget shall be reasonably itemized and shall include a summary of the categories of costs properly chargeable as follows:
- (1) The amount of such costs to be charged against general funds of the municipality, if any.
  - (2) The amount of costs to be charged and assessed against properties benefited in the district in proportion to benefits which shall be the aggregate costs of annual improvements to be made in the district during the ensuing year.
  - (3) The amount of costs, if any, to be specially taxed against properties in the district.
- D. The budget shall be introduced, approved, amended and adopted by resolution passed by not less than a majority of the full membership of the Municipal Council. The procedure shall be as follows:
- (1) Introduction and approval.
  - (2) Public advertising.
  - (3) Public hearing.
  - (4) Amendments and public hearings, if required.
  - (5) Adoption.
- E. The budget shall be introduced, in writing, at a meeting of the Municipal Council. Approval thereof shall constitute a first reading, which may be by title.

**§ 69-31. - Fiscal requirements; annual report; audit.**

NO CHANGE.

**§ 69-32. - Amendments.**

NO CHANGE.

**§ 69-33. - Implementation.**

This Special Improvement District shall become operable when the bylaws of the Expanded Historic Downtown Management Corporation are adopted by a vote of the eligible participants in the manner provided for in the draft bylaws on file with the City Clerk.

**§ 69-34. - Severability.**

NO CHANGE.

**§ 69-35. - When effective.**

This article shall take effect upon passage and publication as required by law nunc pro tunc July 1, 2003 and adoption of the bylaws of the Expanded Historic Downtown Management Corporation.

**AN ORDINANCE AMENDING THE HISTORIC DOWNTOWN SPECIAL  
IMPROVEMENT DISTRICT TO INCLUDE ADDITIONAL PROPERTIES ON  
NEWARK AVENUE, SECOND STREET, THIRD STREET, COLES STREET, ERIE  
STREET, GROVE STREET, MERCER STREET, MONTGOMERY STREET AND  
MARIN BOULEVARD**

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

**Note:** All new material is underlined; words ~~struck through~~ are omitted.

For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 11/4/15

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐



# CITY OF JERSEY CITY

## OFFICE OF CITY COUNCIL

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302

P: 201 547 5315 | F: 201 547 4678

### CANDICE OSBORNE

COUNCILWOMAN WARD E

November 10, 2015

RE: Property Address:  
Block / Lot

Dear Property Owner:

The Jersey City Municipal Council is considering expanding the boundaries of the Historic Downtown Special Improvement District (HDSID) to be approved by Municipal Ordinance. Your first floor commercial/retail property is either currently within the HDSID boundaries, is being considered for this expansion, or is near the proposed expansion boundaries.

The current and proposed district expansion map, a copy of the proposed ordinance, and other additional supporting information about the HDSID expansion can be found at [www.jerseycitynj.gov/HDSID](http://www.jerseycitynj.gov/HDSID) or through the Office of the City Clerk (201-547-5150).

A notice about this proposed expansion was sent to all commercial/retail properties on March 24, 2015, and a public meeting and information session was held on Monday April 13 at 6:00PM in the City Hall Council Chambers (280 Grove Street, 2<sup>nd</sup> Floor).

The Council will hold a first reading of the ordinance designating the modifications to the HDSID boundaries on **Tuesday November 24 at 6:00PM**, followed by a second reading of the ordinance and a public hearing where all interested persons will be invited to comment and provide feedback to the Council on **Wednesday December 16 at 6:00PM**. Both Council meetings will occur in City Hall Council Chambers (280 Grove Street, 2<sup>nd</sup> Floor).

Should this ordinance be adopted, you, as a property owner, will be afforded additional benefits and services provided by the HDSID and will be subject to an additional special assessment.

If you have any questions please contact my office at 201-547-5315 or email me at [COsborne@jcnj.org](mailto:COsborne@jcnj.org).

Sincerely,

Candice Osborne

Ward E Councilperson

[WWW.JERSEYCITYNJ.GOV](http://WWW.JERSEYCITYNJ.GOV)

# **SCHEDULE A**



# Historic Downtow SID (Existing)

## Assessment Roll

Fiscal Year 2015-2016

9/10/2015

Block	Lot	Qual	Owner	Address	City-St	Zip	Property	Class	Bldg Des	Lot Descr	Ffootage	Amount	Account No
11110	1		ITALIAN	380 MO	JERSEY CI	07302	380 MO	15D	3S-BT-B-	25X50	0	\$0.00	36681
11110	2	C00B1	VILL.TNH	345 TENT	JERSEY CI	07302	353 SECO	4A	3S-B-C4-	21294 S	23	\$550.61	470336
11110	2	C00B2	349 SSB2	207 YOR	JERSEY CI	07302	349 SECO	4A	3S-B-C4-	21294 S	25	\$598.49	470344
11110	2	C00B3	VILL.TNH	345 TENT	JERSEY CI	07302	351 SECO	4A	3S-B-C4-	21294 S	25	\$598.49	470351
11110	2	C00B4	VILL.TNH	345 TENT	JERSEY CI	07302	355 SECO	4A	3S-B-C4-	21294 S	21	\$502.73	470369
11110	2	C00CD	VILL.TNH	345 TENT	JERSEY CI	07302	336 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470328
11110	2	C00CG	VILL.TNH	345 TENT	JERSEY CI	07302	336 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470310
11110	2	COAD1	VILL.TNH	345 TENT	JERSEY CI	07302	355 SECO	2	3S-B-C4-	21294 S	0	\$0.00	470062
11110	2	COAD2	VILL.TNH	345 TENT	JERSEY CI	07302	386 MO	2	3S-B-C4-	21294 S	0	\$0.00	470070
11110	2	COAD3	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	2	3S-B-C4-	21294 S	0	\$0.00	470088
11110	2	COAD4	VILL.TNH	345 TENT	JERSEY CI	07302	384C MO	2	3S-B-C4-	21294 S	0	\$0.00	470096
11110	2	COAD5	PASHKIN,	384 MO	JERSEY CI	07302	384B MO	2	3S-B-C4-	21294 S	0	\$0.00	470104
11110	2	COAD6	MANCUS	PO BOX 4	JERSEY CI	07303	384A MO	2	3S-B-C4-	21294 S	0	\$0.00	470112
11110	2	COAD7	VILL.TNH	345 TENT	JERSEY CI	07302	353 SECO	2	3S-B-C4-	21294 S	0	\$0.00	470120
11110	2	COAD8	KHOMCH	351 SECO	JERSEY CI	07302	351 SECO	2	3S-B-C4-	21294 S	0	\$0.00	470138
11110	2	COAD9	VILL.TNH	345 TENT	JERSEY CI	07302	349 SECO	2	3S-B-C4-	21294 S	0	\$0.00	470146
11110	2	COAG2	VILL.TNH	345 TENT	JERSEY CI	07302	386 MO	2	3S-B-C4-	21294 S	0	\$0.00	470013
11110	2	COAG3	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	2	3S-B-C4-	21294 S	0	\$0.00	470021
11110	2	COAG4	VILL.TNH	345 TENT	JERSEY CI	07302	384C MO	2	3S-B-C4-	21294 S	0	\$0.00	470039
11110	2	COAG5	VILL.TNH	345 TENT	JERSEY CI	07302	384B MO	2	3S-B-C4-	21294 S	0	\$0.00	470047
11110	2	COAG6	ESTATE O	384 MO	JERSEY CI	07302	384A MO	2	3S-B-C4-	21294 S	0	\$0.00	470054
11110	2	COAP1	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294%	0	\$0.00	470377
11110	2	COAP2	PASHKIN,	384 MO	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470385
11110	2	COAP3	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470393
11110	2	COAP4	349 SSB2	349 SECO	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470401
11110	2	COAP5	349 SSB2	349 SECO	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470419
11110	2	COAP6	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470427
11110	2	COAP7	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470435
11110	2	COAP8	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470443
11110	2	COAP9	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470450
11110	2	COBD1	AQUINO,	382 MO	JERSEY CI	07302	382 MO	2	3S-B-C4-	21294 S	0	\$0.00	470237
11110	2	COBD2	VILL.TNH	345 TENT	JERSEY CI	07302	334 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470245
11110	2	COBD3	SMALL, R	332 FIRS	JERSEY CI	07302	332 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470252

11110	2	COBD4	CREECH, 330 FIRS	JERSEY CI 07302	330 FIRS	2	3X-B-C4-	21294 S	0	\$0.00	470260
11110	2	COBD5	VILL.TNH 345 TENT	JERSEY CI 07302	328 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470278
11110	2	COBD6	VILL.TNH 345 TENT	JERSEY CI 07302	384F MO	2	3S-B-C4-	21294 S	0	\$0.00	470286
11110	2	COBD7	VILL.TNH 345 TENT	JERSEY CI 07302	384E MO	2	3S-B-C4-	21294 S	0	\$0.00	470294
11110	2	COBD8	VILL.TNH 345 TENT	JERSEY CI 07302	384D MO	2	3S-B-C4-	21294 S	0	\$0.00	470302
11110	2	COBG1	VILL.TNH 345 TENT	JERSEY CI 07302	382 MO	2	3S-B-C4-	21294 S	0	\$0.00	470153
11110	2	COBG2	LEE, CHIA 334 FIRS	JERSEY CI 07302	334 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470161
11110	2	COBG3	VILL.TNH 345 TENT	JERSEY CI 07302	332 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470179
11110	2	COBG4	VILL.TNH 345 TENT	JERSEY CI 07302	330 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470187
11110	2	COBG5	VILL.TNH 345 TENT	JERSEY CI 07302	328 FIRS	2	3S-B-C4-	21294 S	0	\$0.00	470195
11110	2	COBG6	VILL.TNH 345 TENT	JERSEY CI 07302	384F MO	2	3S-B-C4-	21294 S	0	\$0.00	470203
11110	2	COBG7	PASTULA 50 DEY S	JERSEY CI 07306	384E MO	2	3S-B-C4-	21294 S	0	\$0.00	470211
11110	2	COBG8	VILL.TNH 345 TENT	JERSEY CI 07302	384D MO	2	3S-B-C4-	21294 S	0	\$0.00	470229
11110	2	COBP1	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470559
11110	2	COBP2	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470567
11110	2	COBP3	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470575
11110	2	COBP4	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470583
11110	2	COBP5	MAMAD 334 FIRS	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470591
11110	2	COBP6	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470609
11110	2	COBP7	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470617
11110	2	COBP8	CREECH, 330 FIRS	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470625
11110	2	COBP9	SMALL, R 332 FIRS	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470633
11110	2	CAP10	KHOMYC 351 SECO	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470468
11110	2	CAP11	MANCUS P.O. BOX	JERSEY CI 07303	388 MO	1	BSMT. P	21294 S	0	\$0.00	470476
11110	2	CAP12	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470484
11110	2	CAP13	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470492
11110	2	CAP14	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470500
11110	2	CAP15	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470518
11110	2	CAP16	MANCUS P.O. BOX	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470526
11110	2	CAP17	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470534
11110	2	CAP18	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470542
11110	2	CBP10	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470641
11110	2	CBP11	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470658
11110	2	CBP12	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470666
11110	2	CBP13	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470674
11110	2	CBP14	VILL.TNH 345 TENT	JERSEY CI 07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470682
11110	2	CBP15	PASTULA 50 DEY S	JERSEY CI 07306	388 MO	1	BSMT. P	21294 S	0	\$0.00	470690

11110	2	CBP16	VILL.TNH	345 TENT	JERSEY CI	07512	388 MO	1	BSMT. P	21294 S	0	\$0.00	470708
11110	2	CBP17	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470716
11110	2	CBP18	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT. P	21294 S	0	\$0.00	470724
11110	2	CBP19	VILL.TNH	345 TENT	JERSEY CI	07302	388 MO	1	BSMT.PA	21294SQ	0	\$0.00	470732
11110	2	CBP20	AQUINO,	382 MO	JERSEY CI	07302	388 MO	1	BSMT.PA	21294SQ	0	\$0.00	470740
11110	2	CBP21	VILL.TNH	345 TENT	JERSEY CI	07305	388 MO	1	BSMT.PA	21294SQ	0	\$0.00	470757
11110	3		ABRAMS,	255 NEW	JERSEY CI	07302	255 NEW	4A	3S-F-O-2	27X98 A	27	\$646.37	36772
11110	4	C001L	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	4A	5S-B-2C-	28.04X10	12	\$287.28	479956
11110	4	C001R	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	4A	5S-B-2C-	28.04X10	12	\$287.28	479964
11110	4	C002F	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	479972
11110	4	C003F	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480004
11110	4	C004F	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480038
11110	4	C005F	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480061
11110	4	C02RL	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	479980
11110	4	C02RR	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	479998
11110	4	C03RL	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480012
11110	4	C03RR	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480020
11110	4	C04RL	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480046
11110	4	C04RR	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480053
11110	4	C05RL	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480079
11110	4	C05RR	MIKDAL,	3 HACKB	FLEMING	08822	253 NEW	2	5S-B-2C-	28.04X10	0	\$0.00	480087
11110	5		CHEESEC	600 PALI	UNION CI	07087	251 NEW	1	VACANT	28.04X17	28.04	\$671.27	635385
11110	6		247-49 N	343-45 1	JERSEY CI	07302	249 NEW	4A	3&5S-B-C	28.04X16	28.04	\$671.27	590345
11110	7		247-249	343-45 1	JERSEY CI	07302	247 NEW	4A	3S-B-C-H	28.04X15	28.04	\$671.27	36814
11110	8		247-249	343-45 1	JERSEY CI	07302	245 NEW	1	VACANT	28.04X13	28.04	\$671.27	36822
11110	9		247-249	343-45 1	JERSEY CI	07302	243 NEW	1	VACANT	28.04X12	28.04	\$671.27	36830
11110	10		247-249	343-45 1	JERSEY CI	07302	239 NEW	1	VACANT	28.04X10	28.04	\$671.27	36848
11110	11		PETRACC	550 PRO	NUTLEY,	07110	235 NEW	1	VACANT	44.75X91	44.75	\$1,071.30	497032
11110	12		LAWREN	550 PRO	NUTLEY,	07110	233 NEW	1	VACANT	22.60X71	22.6	\$541.04	36939
11110	13		NEW STA	29 CLIVE	SHORT HI	07078	229-231	4A	3S-B-C-4	44.49X50	44.49	\$1,065.08	36947
11111	1		GMC FO	250 NEW	JERSEY CI	07302	244-250	4A	3S-F-C-N	69.58X69	69.58	\$1,665.72	36954
11111	2		D 7 P NE	16 BAYBE	HOLMDE	07733	240 NEW	4A	3S-F-C-6	37.5X51I	37.5	\$897.74	588810
11111	3	C0001	BYSAGIT	1821 ME	MERRICK	10566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478552
11111	3	C0002	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478560
11111	3	C0003	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478578
11111	3	C0004	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478586
11111	3	C0005	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478594

11111	3	C0006	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478602
11111	3	C0007	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478610
11111	3	C0008	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478628
11111	3	C0009	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478636
11111	3	C0010	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478644
11111	3	C0011	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478651
11111	3	C0012	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478669
11111	3	C0013	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478677
11111	3	C0014	BYSAGIT	1821 ME	MERRICK	11566	236-238	2	5S-B-3C-	58X76 IR	0	\$0.00	478685
11111	3	C00C1	BYSAGIT	1821 ME	MERRICK	11566	236-238	4A	5S-B-3C-	58X76 IR	20	\$478.79	478529
11111	3	C00C2	BYSAGIT	1821 ME	MERRICK	11566	236-238	4A	5S-B-3C-	58X76 IR	20	\$478.79	478537
11111	3	C00C3	BYSAGIT	1821 ME	MERRICK	11566	236-238	4A	5S-B-3C-	58X76 IR	20	\$478.79	478545
11112	1		BARZOLA	225 NEW	JERSEY CI	07302	225 NEW	4A	3S-B-C-2	43.19X34	43.19	\$1,033.96	30197
11113	1		FOREVER	1021 GIL	SECAUCU	07094	30 COLES	4A	4S-B-C-6	40.4X45.	23.62	\$565.46	30056
11113	20		MALONE	287 SECO	JERSEY CI	07302	287 SECO	2	2S-BT-B-	22X100	0	\$0.00	405183
11113	21	C0001	GARDA, L	553 JERS	JERSEY CI	07302	553 JERS	4A	4S-B-6U-	25X100	25	\$598.49	538256
11113	21	C002L	SILVA, SU	553 JERS	JERSEY CI	07302	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538264
11113	21	C002R	CAMMA	370 WEB	JERSEY CI	07307	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538272
11113	21	C003L	MANTRI,	190 GUE	BROOKLY	11222	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538280
11113	21	C003R	ALLIOT, S	553 JERS	JERSEY CI	07302	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538298
11113	21	C004L	COMBES,	553 JERS	JERSEY CI	07302	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538306
11113	21	C004R	TANK, VI	553 JERS	JERSEY CI	07302	553 JERS	2	4S-B-7U-	25X100	0	\$0.00	538314
11113	22		549-551 J	551 JERS	JERSEY CI	07302	551 JERS	4A	4S-B-C-3	25X100	25	\$598.49	29975
11113	23		549-551 J	551 JERS	JERSEY CI	07302	549 JERS	4A	2S-F-C-2	25X59.90	25	\$598.49	29900
11113	24		FIVE STA	493 JERS	JERSEY CI	07302	547 JERS	4A	3&4S-B-C	25X99.5I	99.5	\$2,382.00	590575
11113	25		FIVE STA	493 JERS	JERSEY CI	07302	280 FIRS	4A	4S-B-C-3	24.50X10	24.5	\$586.52	29926
11113	26		FIVE STA	493 JERS	JERSEY CI	07302	282 FIRS	4A	4S-B-C-4	27X100	27	\$646.37	29934
11113	27		CAREVEL	286 FIRS	JERSEY CI	07302	284-86 FI	4A	4S-B-2C-	49.20X10	49.2	\$1,177.83	29942
11113	28		STATEWI	P.O. BOX	READING	19612	212-14 N	4A	2S-B-C-O	48.5X97.	48.5	\$1,161.08	29983
11113	29		216 NEW	147 WES	NEW YO	10018	216 NEW	4A	4S-B-C-3	25X91 A	25	\$598.49	29991
11113	30		ESTATE O	650 BLV	WEST NE	07093	218 NEW	4A	4S-B-C-3	25X86 A	25	\$598.49	30007
11113	31		CALEGAR	207 PEM	MOUNTA	07092	220 NEW	4A	4S-B-C-3	24.6X80	24.6	\$588.92	30015
11113	32		CHICONE	224 NEW	JERSEY CI	07302	222 NEW	4A	3S-F-C-2	25X74 A	25	\$598.49	30023
11113	33		CHICONE	224 NEW	JERSEY CI	07302	224 NEW	4A	3S-F-C-2	25X69 A	25	\$598.49	30031
11113	34		VU, THIE	196 SIXT	JERSEY CI	07302	226 NEW	4A	3S-F-C-2	26.6X66A	26.6	\$636.80	30049
11114	1		J.E.SCHA	705 COL	NORTH B	07047	562.5 JER	2	3S-BT-BD	16.67X61	0	\$0.00	23796
11114	31		SEBECITY	190 UND	SOUTH O	07079	548 JERS	4A	3S-BT-B-	16.67X66	16.67	\$399.07	23994

11114	32	550 JERS	6 LEE AV	MADISO	07940	550 JERS	2	3S-BT-B-	16.67X66	0	\$0.00	24000
11114	33	STEIER,	550.5 JER	JERSEY CI	07302	550.5 JER	2	3S-BT-B-	16.67X66	0	\$0.00	24018
11114	34	MORANT	552 JERS	JERSEY CI	07302	552 JERS	2	3S-BT-B-	16.67X66	0	\$0.00	24026
11114	35	ESPOSIT	554 JERS	JERSEY CI	07302	554 JERS	2	3S-BT-B-	16.67X10	0	\$0.00	24034
11114	36	RIVERA, J	554.5 JER	JERSEY CI	07302	554.5 JER	2	3S-BT-B-	16.67X10	0	\$0.00	24042
11114	37	NIGAM,	556 JERS	JERSEY CI	07302	556 JERS	2	3S-BT-B-	16.67X77	0	\$0.00	23697
11114	38	AVILES, H	558 JERS	JERSEY CI	07302	558 JERS	2	3S-BT-B-	16.67X77	0	\$0.00	23713
11114	39	DEROUB	558.5 JER	JERSEY CI	07302	558.5 JER	2	3S-BT-B-	16.67X61	0	\$0.00	23739
11114	40	POLLACK	131 GOR	UPPER M	07043	560 JERS	2	3S-BT-B-	16.67X61	0	\$0.00	23754
11114	41	JONES, S	562 JERS	JERSEY CI	07302	562 JERS	2	4S-B-D-2	16.67X61	0	\$0.00	23770
11115	1	200 NEW	18 CHOP	JERSEY CI	07302	198-200	4A	3S-F-3C-	76.67X68	76.67	\$1,835.46	29892
11115	2	194-196	15 CHOP	JERSEY CI	07302	194-96 N	4A	2S-BT-B-	38.08X52	38.08	\$911.62	29884
11401	1	546 JERS	18 CHOP	JERSEY CI	07302	546 JERS	4A	4S-B&F-1	21.39X50	21.39	\$512.07	23424
11401	2	JERSEY N	18 CHOP	JERSEY CI	07302	544 JERS	4A	4S-BT-CB	21.42X50	21.42	\$512.79	23416
11401	3	JERSEY N	18 CHOP	JERSEY CI	07302	190 NEW	4A	4S-BT-B-	28.15X62	28.15	\$673.90	23390
11401	4	FIVE STA	493 JERS	JERSEY CI	07302	188 NEW	4A	3S-B-C-N	27.82X75	27.82	\$666.00	23408
11401	5	FLEET NA	PO BOX 2	ALPHARE	30023	186 NEW	4A	3S-B-BAN	27.98X13	27.98	\$669.83	23432
11401	6	FLEET NA	PO BOX 2	ALPHARE	30023	184 NEW	1	VACANT	56.80X15	56.8	\$1,359.77	23440
11401	8	BERNAL,	180 NEW	JERSEY CI	07302	180 NEW	4A	3S-B-C-2	28X69.27	28	\$670.31	23465
11401	10	BERNAL,	180 NEW	JERSEY CI	07302	178 NEW	4A	3S-B-C-2	28.4X81.	28.4	\$679.89	23473
11401	12	RODRIQ	742 EAST	BRONX,	10457	176 NEW	4A	3S-B-C-2	28.22X93	28.22	\$675.58	23499
11401	13	JERSEY CI	394 CEN	JERSEY CI	07307	174 NEW	15C	VACANT	27X193IR	0	\$0.00	23382
11401	24	ROLONS	242 BAY	JERSEY CI	07302	242 BAY	4A	2S-F-C-2	25.40X34	25.4	\$608.07	23564
11401	25	CITY OF J	280 GRO	JERSEY CI	07302	244 BAY	15C	B-POLICE	25X75	0	\$0.00	23556
11401	26	JARQUIN	17 ERIE S	JERSEY CI	07302	246 BAY	4A	4S-B-C-4	25X75	25	\$598.49	23549
11401	27	FOGEL 2	P.O. BOX	SHORT HI	07078	248 BAY	4A	2S-B-C	50X100IR	50	\$1,196.98	590365
11401	28	J.G.S.RLT	P.O.BOX	BASKING	07920	172 NEW	4A	3S-B-C-O	50X100	50	\$1,196.98	619770
11403	15	CRUZ, IS	159 W.S	SADDLE	07458	367 GRO	4A	4S-B-C-6	25.20X60	25.2	\$603.28	17202
11403	16	CRUZ, IS	159 W.S	SADDLE	07458	365 GRO	4B	4S-B-IN-3	24.95X60	24.95	\$597.30	17210
11403	17	363 GOV	363 GRO	JERSEY CI	07302	363 GRO	4A	4S-B-C-3	24.99X60	24.99	\$598.25	17228
11403	18	GONZAL	162 BEAC	JERSEY CI	07306	361 GRO	1	VACANT	25X100	25	\$598.49	17236
11403	19	BROSOS	162 BEAC	JERSEY CI	07306	359 GRO	4A	3S-B-O-2	20.04X75	20.04	\$479.75	17244
11403	20	304 PAV	493 JERS	JERSEY CI	07302	353 GRO	4A	3S-B-2C-	81.36X10	81.36	\$1,947.73	522326
11404	1	NEW BAY	1150 W.	UNION,	07083	154-158	4A	4S-B-2C-	84X102.3	84	\$2,010.93	512111
11404	2	CRUZ, RA	121 ERIE	JERSEY CI	07302	152 NEW	4A	1S-B-C-H	28.2X120	28.2	\$675.10	16923
11404	3	CRUZ, IS	159 W.S	SADDLE	07458	150 NEW	4A	2-5S-B-C-	28.06X19	28.06	\$671.75	590445
11404	9	GONZAL	311-16T	UNION CI	07087	351 GRO	4A	5S-B-C-4	25X70.3	25	\$598.49	17152

11404	10		213-215	352 GRO	JERSEY CI	07302	349 GRO	4A	5S-B-C-8	25X70.33	25	\$598.49	17145
11404	11		213-215	352 GRO	JERSEY CI	07302	347 GRO	4A	4S-B-C-5	25X100	25	\$598.49	17137
11404	12		CRUZ, IS	311 GRO	JERSEY CI	07302	345 GRO	1	VACANT	25.46X10	25.46	\$609.50	17129
11404	13		CRUZ, IS	159 W.S	SADDLE	07458	343 GRO	1	VACANT	29.45X64	29.45	\$705.02	17111
11404	14		341 GRO	536 GLE	PALISAD	07650	341 GRO	4A	4S-B-C-1	24.09X10	24.09	\$576.71	17103
11404	15		339 GRO	240 YOR	JERSEY CI	07302	339 GRO	4A	4S-B-C-3	19.55X50	19.55	\$468.02	17095
11404	16		335-337	240 YOR	JERSEY CI	07302	337 GRO	4A	4S-B-C-3	19.02X50	19.02	\$455.33	403352
11404	17		335-337	240 YOR	JERSEY CI	07302	335 GRO	4A	4S-B-D-3	20.05X50	20.05	\$479.99	403345
11404	18		126 NEW	240 YOR	JERSEY CI	07302	126 NEW	4A	3S-B-C	58X64.58	122.58	\$2,934.53	590355
11404	19		CAMHER	130 NEW	JERSEY CI	07302	130 NEW	4A	4S-B-C-2	27.09X84	27.09	\$648.53	17061
11404	20		JUN, CH	640 YET	TOTTENV	10307	132 NEW	4A	4S-B-C-3	27.08X84	27.08	\$648.29	17053
11404	21		RANI MA	571 WES	NEW YO	10033	134 NEW	4A	5S-B-C-O	28.4X122	28.4	\$679.89	17046
11404	22	C0001	MAYER, S	136 NEW	JERSEY CI	07302	136 NEW	2	4S-B-1C-	28.1X109	0	\$0.00	534537
11404	22	C0002	WILLS, J	136 NEW	JERSEY CI	07302	136 NEW	2	4S-B-1C-	28.1X109	0	\$0.00	534545
11404	22	C0004	NIEVES, J	136 NEW	JERSEY CI	07302	136 NEW	2	4S-B-1C-	28.1X109	0	\$0.00	534560
11404	22	C0005	RAPPAP	136 NEW	JERSEY CI	07302	136 NEW	2	4S-B-1C-	28.1X109	0	\$0.00	534578
11404	22	C0006	NIELSEN,	136 NEW	JERSEY CI	07302	136 NEW	2	4S-B-1C-	28.1X109	0	\$0.00	534586
11404	22	COCOM	136 NEW	260 SUY	JERSEY CI	07306	136 NEW	4A	4S-B-1C-	28.1X109	28.1	\$672.71	534594
11404	23		138 NEW	205 LELA	SPRINGFI	07081	138 NEW	4A	2S-B-C-H	27.8X96.	27.8	\$665.52	17012
11404	24		KALCANI	183 NEW	JERSEY CI	07302	140 NEW	4A	4S-B-C-3	28X83.02	28	\$670.31	17004
11404	25		NEWARK	317 GRO	JERSEY CI	07302	142 NEW	4A	5S-B-C-2	27.8X70 I	27.8	\$665.52	16998
11404	26		NEWARK	317 GRO	JERSEY CI	07302	144 NEW	1	VACANT	16.92X57	16.92	\$405.06	16980
11404	27		CRACKED	60-70 CE	SOUTH K	07032	146 NEW	4A	2S-B-C	19.5X66.	19.5	\$466.82	16964
11404	28		CRUZ, IS	311 GRO	JERSEY CI	07302	148 NEW	4A	4S-B-C-3	20.10X95	20.1	\$481.19	16949
11405	1		159-161	295 SECO	JERSEY CI	07302	159-61 N	4A	2S-B-C	51X102.3	153.36	\$3,671.39	16733
11405	2		324 BAR	52-55 74	ELMHUR	11373	330 BAR	1	VACANT	22.05X30	22	\$526.67	16782
11405	3		324 BAR	52-55 74	ELMHUR	11373	328 BAR	4A	3S-B-C-2	24.52X25	24.52	\$587.00	16774
11405	4		324 BAR	52-55 74	ELMHUR	11373	324 BAR	1	VACANT	48.72X25	73.72	\$1,764.83	16766
11405	5		157 NEW	52-55 74	ELMHUR	11373	157 NEW	4A	4S-B-C	25X163.4	50	\$1,196.98	590600
11405	6		SHULAM	536 GLE	PALISAD	07650	155 NEW	4A	3S-B-C-H	25X184	50	\$1,196.98	16840
11405	7		MARTIN	26 INDUS	FAIRVIE	07022	151 NEW	4A	3S-B-C	50X170.5	100	\$2,393.97	16832
11405	8		MARO II,	43 SMIT	SPRINGFI	07081	149 NEW	4A	1S-CB-C-	25X170.5	41.67	\$997.57	16824
11405	9		VP NORT	1000 PE	BROOKLY	11207	145 NEW	4A	1S-B-C-H	50X156.1	108.33	\$2,593.39	16816
11405	10		C & E DE	P.O.BOX	JERSEY CI	07302	143 NEW	4A	4S-B&CB-	28X156.1	53.3	\$1,275.99	16808
11405	11		FIVE STA	493 JERS	JERSEY CI	07302	141 NEW	1	VACANT	22.12X14	44.12	\$1,056.22	16790
11405	12		SROUR, R	P.O. BOX	JERSEY CI	07302	139 NEW	4A	4S-B-C-N	25X141.4	44.4	\$1,062.92	16873
11405	13		JC 137, I	270 MAR	JERSEY CI	07302	137 NEW	4A	1S-B-C-N	25X141.4	50.5	\$1,208.95	16865

11405	14		BNRP, LL 224 LAFA WILLISTO	11596	135 NEW 4A	1S-B-C-H 25X136.3	76.42	\$1,829.47	16758
11405	15		CHICONE 224 NEW JERSEY CI	07302	133 NEW 4A	4S-B-1C- 25X59	25	\$598.49	16857
11405	16		129 NEW P.O. BOX JERSEY CI	07302	129 NEW 4A	1S-BT-B- 50.2X126	101.4	\$2,427.49	516112
11405	17		M & R RE 37 PINE SUMMIT,	07901	127 NEW 4A	2S-BT-B- 24.8X116	51.2	\$1,225.71	516120
11405	18		121 NEW 121-125 JERSEY CI	07302	121 NEW 4A	5S-B-C-H 75X111.0	75	\$1,795.48	16725
11405	19		ARGARW 119 NEW JERSEY CI	07302	119 NEW 4A	3S-B-C-2 24.75X44	53.17	\$1,272.87	16717
11405	20		MC DON P.O. BOX COLUMB	43218	325 GRO 4A	2S-CB-&B 21.06X53	21.06	\$504.17	16709
11405	21		GROVE I, 321 GRO JERSEY CI	07302	321 GRO 4A	3S-B-C-O 42.08X58	105.88	\$2,534.74	16683
11406	1		M & L AS 205 LELA SPRINGFI	07081	160 NEW 4A	3S-B-C-H 87.02X77	87.94	\$2,105.26	17178
11507	1		GROVE & 311-16T UNION CI	07087	352 GRO 4A	4S-B-C-6 26X100	26	\$622.43	9910
11507	27		FIVE STA 493 JERS JERSEY CI	07302	338 GRO 4A	4S-B-2C- 25X125 I	25	\$598.49	590390
11507	28		340 GRO 1420 NE RAHWAY	07065	340 GRO 4A	3S-B-C-3 25X100	25	\$598.49	9852
11507	29		CRUZ, IS 159 W.S SADDLE	07458	342 GRO 4A	3S-F-C-2 25X100	25	\$598.49	9860
11507	30		344 GRO 2 SHERM JERSEY CI	07307	344 GRO 4A	1S-CB-C- 25X100	25	\$598.49	9878
11507	31		CHEUNG, 346 GRO JERSEY CI	07302	346 GRO 4A	4S-B-C-6 25X100	25	\$598.49	9886
11507	32		VILLAGE 1 LUCE C FAR HILL	07931	348 GRO 4A	4S-B-1C- 25X100	25	\$598.49	9894
11507	33		GROVE & 311 16TH UNION CI	07087	350 GRO 4A	4S-B-C-6 24X100	24	\$574.55	9902
11508	1		BOCHNE 40 GOLF SPRINGFI	07081	368 GRO 1	VACANT 25X100	25	\$598.49	10157
11508	17	C001A	LAMRAB 354 GRO JERSEY CI	07302	354 GRO 4A	2-4SB-2C 50X72	21	\$502.73	447607
11508	17	C001B	BAY GRO 80 BEEK NEW YO	10038	354 GRO 4A	2-4SB-2C 50X72	23	\$550.61	447615
11508	17	C002A	BAY GRO 80 BEEK NEW YO	10038	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447623
11508	17	C002B	BAY GRO 80 BEEK NEW YO	10038	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447631
11508	17	C003A	LAMRAB 354 GRO JERSEY CI	07302	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447649
11508	17	C003B	BAY GRO 80 BEEK NEW YO	10038	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447656
11508	17	C004A	BAY GRO 80 BEEK NEW YO	10038	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447664
11508	17	C004B	LAMRAB 354 GRO JERSEY CI	07302	354 GRO 2	2-4SB-2C 50X72	0	\$0.00	447672
11508	18		BAY GRO 80 BEEK NEW YO	10038	358 GRO 4A	3&4S-B-3 75X75	75	\$1,795.48	593505
11508	19		364 GRO 364 GRO JERSEY CI	07302	364 GRO 4A	4S-B-C-4 25X100	25	\$598.49	10132
11508	20		BOCHNE 40 GOLF SPRINGFI	07081	366 GRO 1	VACANT 25X100	25	\$598.49	10140
12702	1		FAMULA 301 1ST S JERSEY CI	07302	297-301 4A	4S-B-C-6 75X50	75	\$1,795.48	29686
12702	2		CAPORAL 295 FIRS JERSEY CI	07302	295 FIRS 4A	3S-F-C-2 25X50	25	\$598.49	29694
12702	3		HUETE, F 84-25 S. MIAMI, F	33189	293 FIRS 4A	3S-F-C-2 25X100	25	\$598.49	29736
12702	4	C000P	FTD NEW ONE HEN HOBOKE	07030	217 NEW 1	PARKING 135X154	0	\$0.00	641910
12702	4	C00C1	TAC PRO 217 NEW JERSEY CI	07302	217 NEW 4A	5S-3C-76 135X154	36	\$861.83	641895
12702	4	C00C2	FTD NEW 1 HENDE HOBOKE	07030	217 NEW 4A	5S-3C-76 135X154	41	\$981.53	641900
12702	4	C00C3	FTD NEW 1 HENDE HOBOKE	07030	217 NEW 4A	5S-3C-76 135X154	44	\$1,053.35	641905
12702	4	C0101	KHATIW 217 NEW JERSEY CI	07302	217 NEW 2	5S-3C-76 135X154	0	\$0.00	641515

12702	4	C0102	RAO, AR	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641520
12702	4	C0103	LINCAVA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641525
12702	4	C0104	BECK, LIN	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641530
12702	4	C0105	WONG, S	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641535
12702	4	C0106	WONG,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641540
12702	4	C0107	BATOG,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641545
12702	4	C0108	SEMINO	217 NEW	JERSEY CI	07306	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641550
12702	4	C0201	HERZIG,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641555
12702	4	C0202	JOINT NE	300 STAT	OLDSMA	34677	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641560
12702	4	C0203	IM, CHRI	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641565
12702	4	C0204	DESANT	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641570
12702	4	C0205	REN, ZH	15 WARR	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641575
12702	4	C0206	LAU, KAI	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641580
12702	4	C0207	CALDWE	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641585
12702	4	C0208	LAPITSKA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641590
12702	4	C0209	RISTORU	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641595
12702	4	C0210	SCHULM	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641600
12702	4	C0211	TAKAGI,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641605
12702	4	C0212	LADOO,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641610
12702	4	C0213	FERREL,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641615
12702	4	C0214	MATIAS,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641620
12702	4	C0215	FONDI, T	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641625
12702	4	C0216	PENG, A	1585 BR	NEW YO	10036	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641630
12702	4	C0217	CALLE, D	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641635
12702	4	C0301	ARSHAVS	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641640
12702	4	C0302	SONG, JA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641645
12702	4	C0303	CHACK, L	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641650
12702	4	C0304	CAMPBE	15 MIDW	STATEN I	10304	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641655
12702	4	C0305	SHAH, VI	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641660
12702	4	C0306	MENDEZ,	7 REGEN	WEEHA	07086	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641665
12702	4	C0307	PAREKH,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641670
12702	4	C0308	JUSU, M	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641675
12702	4	C0309	SONG, H	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641680
12702	4	C0310	CHAVALI,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641685
12702	4	C0311	POWERS,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641690
12702	4	C0312	DICKINS	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641695
12702	4	C0313	GAO, YU	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641700



12702	4	C0314	KALYANA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641705
12702	4	C0315	ARBUS, J	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641710
12702	4	C0316	FISHER, R	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641715
12702	4	C0317	MARTIN	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641720
12702	4	C0401	SAAD, D	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641725
12702	4	C0402	JAISWAL,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641730
12702	4	C0403	WU, LIA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641735
12702	4	C0404	DESAI, R	1905 KIN	MATTHE	28105	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641740
12702	4	C0405	VILLEGAS	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641745
12702	4	C0406	BUTROS,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641750
12702	4	C0407	VOLKER,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641755
12702	4	C0408	SHESTAK	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641760
12702	4	C0409	JONES, D	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641765
12702	4	C0410	CHEN, MI	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641770
12702	4	C0411	MAZER,	101 W. E	NEW YO	10023	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641775
12702	4	C0412	GAFFOO	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641780
12702	4	C0413	KONG, A	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641785
12702	4	C0414	FELIU, G	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641790
12702	4	C0415	LI, ZENG	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641795
12702	4	C0416	RAFTER,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641800
12702	4	C0417	WYMAN,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641805
12702	4	C0501	MARAZIT	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641810
12702	4	C0502	POTDAR,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641815
12702	4	C0503	NG, BER	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641820
12702	4	C0504	FUSCHET	217 NEW	JERSEY CI	07306	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641825
12702	4	C0505	NORRIS,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641830
12702	4	C0506	KIM, YO	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641835
12702	4	C0507	WATABE,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641840
12702	4	C0508	QUINTER	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641845
12702	4	C0509	LIU, XIAO	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641850
12702	4	C0510	HIRSH, IR	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641855
12702	4	C0511	SCHORN,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641860
12702	4	C0512	DAY, LAU	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641865
12702	4	C0513	CHEN, D	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641870
12702	4	C0514	FRIEDLA	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641875
12702	4	C0515	MANOLE	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641880
12702	4	C0516	KOKHAN,	217 NEW	JERSEY CI	07302	217 NEW	2	5S-3C-76	135X154	0	\$0.00	641885

12702	4	C0517	DICKINS	217 NEW	JERSEY CI	07302	217 NEW 2	5S-3C-76	135X154	0	\$0.00	641890
12702	5		TRUST C	PO BOX 8	WICHITA	76307	201 NEW 4A	2S-BANK-	125.08X1	237.41	\$5,683.52	507970
12703	5		JEHOVAH	529-531 J	JERSEY CI	07302	529 JERS 15D	3S-B-H-C	41.50X80	0	\$0.00	29660
12703	6		DEL FOR	527 JERS	JERSEY CI	07302	527 JERS 4A	3S-B-C-2	20X80	20	\$478.79	29652
12703	7		TYMESO	525 JERS	JERSEY CI	07302	525 JERS 4A	3S-B-C-2	20X80	20	\$478.79	29645
12703	8		523 JERS	P.O. BOX	MARLBO	07746	523 JERS 4A	3S-B-C-2	20X80	20	\$478.79	29637
12703	9		178 COL	240 YOR	JERSEY CI	07302	178 COL 4A	2S-BT-B&	13.67X60	73.67	\$1,763.64	29629
12704	1		JC PRIME	285 YOR	JERSEY CI	07302	197 NEW 4A	4S-B-C-3	16.37X33	44.37	\$1,062.20	23333
12704	2		PADILLA	527 12TH	UNION CI	07087	195.5 NE 4A	4S-B-C1-	16.33X40	16.33	\$390.94	23325
12704	3		129-131	P.O.BOX	JERSEY CI	07302	195 NEW 4A	1S-B-C-3	16.25X49	16.25	\$389.02	23317
12704	4		129-131	P.O.BOX	JERSEY CI	07302	193.5 NE 4A	4S-B-C-3	16.25X74	16.25	\$389.02	23309
12704	5		129-131	P.O.BOX	JERSEY CI	07302	193 NEW 4A	4S-B-C-2	19.5X110	59.68	\$1,428.72	23291
12704	6		129-131	P.O. BOX	JERSEY CI	07302	191 NEW 4A	4S-B-C-3	19.29X10	19.29	\$461.80	23283
12704	7		ENNOBL	279 4TH	JERSEY CI	07302	187-189 4A	2S-B-C	38.54X10	38.54	\$922.64	593650
12704	8		LEE, YIM	185 NEW	JERSEY CI	07302	185 NEW 4A	4S-B-C-H	19.67X58	19.67	\$470.89	23267
12704	9		KALCANI	181-183	JERSEY CI	07302	181-3 NE 4A	2S-B-C-H	43.93X10	43.93	\$1,051.67	23259
12704	10		179 NEW	11-76 ST	NORTH B	07047	179 NEW 4A	1-3S-B-C-	25X236IR	75	\$1,795.48	609565
12704	11		NEWARK	18 CHOP	JERSEY CI	07302	175 NEW 4A	3S-CB-C-	50X136	50	\$1,196.98	547224
12704	12		173 NEW	1186 E.2	BROOKLY	11210	173 NEW 4A	3S-B-1C-	29X127.2	29	\$694.25	23234
12704	13		O-YOUN	171 NEW	JERSEY CI	07302	171 NEW 4A	2S-B-C-H	25X122.6	25	\$598.49	23226
12704	14		167-169	95 MAIN	CLIFTON,	07014	167 NEW 4A	1S-B-C	41.05X21	59.8	\$1,431.59	590385
12704	15		163-165	115 COL	JERSEY CI	07302	163-5 NE 4A	2S-B-C	42.5X200	317.92	\$7,610.91	23200
12704	17		173 NEW	1186 E.2	BROOKLY	11210	156 COL 1	VACANT	18.75X10	18.75	\$448.87	23192
12704	18		173 NEW	1186 E.2	BROOKLY	11210	158 COL 4A	3S-C-B	37.5X100	37.5	\$897.74	590400
12704	19		NEWARK	18 CHOP	JERSEY CI	07302	162 COL 1	VACANT	50X100	50	\$1,196.98	547216
12704	22		FIVE STA	493 JERS	JERSEY CI	07302	520 JERS 4A	4S-B-C-3	16.67X74	91.17	\$2,182.58	23069
12704	23		HOPKINS	522 JERS	JERSEY CI	07302	522 JERS 2	2S-BT-B-	16.67X74	0	\$0.00	23077
12704	24		KARSHIN	524 JERS	JERSEY CI	07302	524 JERS 2	2S-BT-B-	16.67X74	0	\$0.00	23085
12704	25		SENE, K	526 JERS	JERSEY CI	07302	526 JERS 4A	3S-B-C-2	16.67X74	16.67	\$399.07	23093
12704	26		CHEN, IR	304 WES	NEW YO	10026	528 JERS 4A	4S-B-C-3	16.67X74	16.67	\$399.07	23101
12704	27		FIVE STA	493 JERS	JERSEY CI	07302	530 JERS 4A	4S-B-C-3	16.67X74	16.67	\$399.07	23119
12704	28.01		JERSEY A	3125 RO	DENVILL	07834	532 JERS 1	VACANT	71.50X15	71.5	\$1,711.69	654010
12704	30		KYUNG H	538 JERS	JERSEY CI	07302	538 JERS 4A	4S-B-C-3	16.54X38	16.54	\$395.96	23341
12705	1		MOREIR	P.O.BOX	JERSEY CI	07303	518 JERS 4A	4S-BC-5U	25X100	125	\$2,992.46	22749
12705	2		AMMAR	250 NEW	JERSEY CI	07302	169 COL 4A	4S-B-C-6	25X100	25	\$598.49	22798
12705	3	C0001	YASSIN,	174 VAN	BROOKLY	11205	167 COL 2	4S-B-D-8	25X100	0	\$0.00	449371
12705	3	C0002	NIKOLIC,	875 COL	ELIZABET	07208	167 COL 2	4S-B-D-8	25X100	0	\$0.00	449389

12705	3	C0021	HERNAN	167 COL	JERSEY CI	07302	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449397
12705	3	C0022	DUNN, J	167 CHRI	JERSEY CI	07302	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449405
12705	3	C0031	STENCE,	90 AVEN	PARIS, FR	75012	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449413
12705	3	C0032	GREEN,	113 PAV	JERSEY CI	07310	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449421
12705	3	C0041	88 SEEK	211 BAY	BROOKLY	11214	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449439
12705	3	C0042	ONKEN,	167 C. C	JERSEY CI	07302	167 COL	2	4S-B-D-8	25X100	0	\$0.00	449447
12705	4		165 CHRI	18 CHOP	JERSEY CI	07302	165 COL	4C	4S-B-D-8	25X100	0	\$0.00	22814
12705	5		AIGEN, G	58 MIDW	BROOKLY	11225	163 COL	4A	3S-BT-F-	25X100	25	\$598.49	22822
12705	6		COLUMB	250 NEW	JERSEY CI	07302	161 COL	4C	4S-B-D-8	25X100	0	\$0.00	22830
12705	7		COLUMB	250 NEW	JERSEY CI	07302	159 COL	4C	4S-B-D-8	25X100	0	\$0.00	22848
12705	8		COLUMB	250 NEW	JERSEY CI	07302	157 COL	4C	4S-B-D-8	25X100	0	\$0.00	22855
12705	9		COLUMB	250 NEW	JERSEY CI	07302	155 COL	4C	4S-B-D-8	25X100	0	\$0.00	22863
12705	10		COLUMB	250 NEW	JERSEY CI	07302	153 COL	4C	4S-B-D-8	25X100	0	\$0.00	22871
12705	11		COLUMB	250 NEW	JERSEY CI	07302	151 COL	4C	4S-B-D-8	25X100	0	\$0.00	22889
12705	12	C001A	TEJADA,	319 BAR	JERSEY CI	07302	319 BAR	4A	6S-B-2C-	50X65.94	22	\$526.67	426205
12705	12	C001B	ZALIOUK,	29227 E.	PERRYSB	43551	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426213
12705	12	C001C	ANDRAD	319 BAR	JERSEY CI	07302	319 BAR	4A	6S-B-2C-	50X65.94	22	\$526.67	426221
12705	12	C001D	TEJADA,	319 BAR	JERSEY CI	07302	319 BAR	4A	6S-B-2C-	50X65.94	22	\$526.67	426239
12705	12	C002A	RENTECH	21 SCHO	CHESTER,	07930	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426247
12705	12	C002B	MORHAI	522 SHO	LONG BE	11561	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426254
12705	12	C002C	SALOM,	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426262
12705	12	C002D	RAY-CHA	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426270
12705	12	C003A	EBRAHIM	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426288
12705	12	C003B	SANZ, M	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426296
12705	12	C003C	RAMDIAL	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426304
12705	12	C003D	MULLA, S	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426312
12705	12	C004A	SHEIBANI	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426320
12705	12	C004B	DEMCSA	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426338
12705	12	C004C	MEARS,	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426346
12705	12	C004D	RENTECH	21 SCHO	CHESTER,	07930	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426353
12705	12	C005A	NAVEH, Y	5 CANOE	SHORT HI	07078	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426361
12705	12	C005B	BROWNE	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426379
12705	12	C005C	STIER, GE	913-915	HOBOKKE	07030	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426387
12705	12	C005D	TENORIO	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426395
12705	12	C006A	ROBINSO	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426403
12705	12	C006B	PANOVA,	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426411
12705	12	C006C	ROWLEY,	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C-	50X65.94	0	\$0.00	426429

12705	12	C006D	GIANCOL	4867 WE	MONLIU	13104	319 BAR	2	6S-B-2C	50X65.94	0	\$0.00	426437
12705	12	C007A	WECHSL	96 BENE	FAIRFIEL	06825	319 BAR	2	6S-B-2C	50X65.94	0	\$0.00	426445
12705	12	C007B	WECHSL	96 BENE	FAIRFIEL	06825	319 BAR	2	6S-B-2C	50X65.94	0	\$0.00	426452
12705	12	C007C	RENTECH	21 SCHO	CHESTER,	07930	319 BAR	2	6S-B-2C	50X65.94	0	\$0.00	426460
12705	12	C007D	REINHAR	319 BAR	JERSEY CI	07302	319 BAR	2	6S-B-2C	50X65.94	0	\$0.00	426478
12705	27		RODRIGU	104 WAY	JERSEY CI	07302	104 WAY	4A	4S-B-C-6	25X80	80	\$1,915.18	23044
12705	28		PRICE, M	42 SO. F	ROCKVIL	11570	510 JERS	4A	4S-B-C-3	20X25	20	\$478.79	23036
12705	29		SWJ HOL	219 EAST	NEW YO	10021	512 JERS	4A	4S-B-2C	26.4X100	26.4	\$632.01	22772
12705	30		SWJ MA	700 ROU	EAST BR	08816	514 JERS	4A	4S-B-C-6	25X100	25	\$598.49	22764
12705	31		FIVE STA	493 JERS	JERSEY CI	07302	516 JERS	4A	4S-B-C-6	25X100	25	\$598.49	22756
12706	11		SCHARF,	2350 5TH	FORT LEE	07024	517 JERS	4A	4S-B-C-6	25X105	25	\$598.49	29165
12706	12	C0001	CHIANG,	338 ELIS	ENGLEW	07632	515 JERS	4A	4S-B-C-6	25X105	20	\$478.79	430918
12706	12	C0002	LEE, ANG	515 JERS	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430926
12706	12	C0003	ROZENFE	515 JERS	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430934
12706	12	C0004	YAN, MI	515 JERS	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430942
12706	12	C0005	KIND, JO	515 JERS	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430959
12706	12	C0006	PINCHBA	78 WAYN	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430967
12706	12	C0007	MALONE	515 JERS	JERSEY CI	07302	515 JERS	2	4S-B-C-6	25X105	0	\$0.00	430975
12706	13		BAPTIST	14340 SU	CHANTIL	20151	513 JERS	4C	4S-B-D-9	25X105	0	\$0.00	29181
12706	14		511 PHO	93 MAIN	NEWTON	07860	511 JERS	4C	4S-B-D-9	25.75X10	0	\$0.00	29199
12706	15		BUILES, J	509 JERS	JERSEY CI	07302	509 JERS	4C	4S-B-D-8	25.75X10	0	\$0.00	29421
12706	16		DAMERG	935 WILL	RIVER ED	07661	507 JERS	4C	4S-B-D-8	25X105	0	\$0.00	29439
12706	17		DAMERG	935 WILL	RIVER ED	07661	505 JERS	4C	4S-B-D-8	25X80.50	0	\$0.00	29447
12706	18		DAMERG	935 WILL	RIVER ED	07661	503 JERS	4A	4S-B-C-6	25X80.50	25	\$598.49	29454
12802	19		DAMERG	935 WILL	RIVER ED	07661	501 JERS	4A	4S-B-C-6	25X72	25	\$598.49	29058
12802	20		ROLAND,	499 JERS	JERSEY CI	07302	499 JERS	2	3S-BT-B-	25X105	0	\$0.00	29074
12802	21		KNIGHT,	497 JERS	JERSEY CI	07302	497 JERS	2	3S-BT-B-	25X105	0	\$0.00	29082
12802	22		RUSSO, A	247 DURI	CLOSTER,	07624	495 JERS	4A	3S-B-O-3	25X105	25	\$598.49	29090
12802	23		FIVE STA	493 JERS	JERSEY CI	07302	493 JERS	4A	3S-BT-B-	25X105	25	\$598.49	29108
12802	24	C0001	COHEN,	112 MER	JERSEY CI	07302	112 MER	2	3S&BT-B-	17.5X75	0	\$0.00	410332
12802	24	C0002	BOURAS,	27 ALPIN	MALDEN,	02148	112 MER	2	3S&BT-B-	17.5X75X	0	\$0.00	410340
12802	24	C0003	ATAHAN,	112 MER	JERSEY CI	07302	112 MER	2	3S&BT-B-	17.5X75	0	\$0.00	410357
12802	24	C0004	112 MER	77 DWIG	ENGLEW	07631	112 MER	2	3S&BT-B-	17.5X75	0	\$0.00	410365
12802	24	C000B	FIVE STA	493 JERS	JERSEY CI	07302	112 MER	4A	3S&BT-B-	17.5X75	75	\$1,795.48	410324
12803	1		SWJ MA	700 ROU	EAST BR	08816	500 JERS	4A	4S-B-2C-	100X21	100	\$2,393.97	22384
12803	35		SJW HOL	700 ROU	EAST BR	08816	110 MER	4A	3S-B-3C-	24.60X10	100	\$2,393.97	22574
12901	1		FIVE STA	493 JERS	JERSEY CI	07302	143 COL	4B	4S-B-W-	175X125	175	\$4,189.45	16352

12901	2		CRUZ, IS	159-W.S	SADDLE	07458	129 COL	4B	1S-B & C	25X100	25	\$598.49	16444
12901	3		CRUZ, IS	311 GRO	JERSEY CI	07302	127 COL	4B	1S-B & F	25X100	25	\$598.49	16451
12901	4		CRUZ, IS	159 W.S	SADDLE	07458	125 COL	4B	1S-CB-W	25X100	25	\$598.49	16469
12901	5		115 CCD	115 COL	JERSEY CI	07302	115 COL	4A	4S-B-O-H	125X100	125	\$2,992.46	522573
12901	6		109 CHRI	148 FIRS	JERSEY CI	07302	109 COL	4A	5S-3C-24	76X100	76	\$1,819.42	608850
12901	7		CONSTA	3836 WE	DALLAS,	75225	107 COL	4A	4S-B-2C	26.50X50	26.5	\$634.40	16360
12901	8		CONSTA	3836 WE	DALLAS,	75225	103 COL	4A	1S-B-F-C	21.50X50	21.5	\$514.70	16378
12901	9		CONSTA	3836 WE	DALLAS,	75225	319 GRO	4A	2S-B-C-H	50X52	102	\$2,441.85	16386
12901	10		IOAKIMI	315 GRO	JERSEY CI	07302	315 GRO	4A	3S-B-C-2	25X100	25	\$598.49	16501
12901	11		SU, R.& J.	13 WAYN	JERSEY CI	07302	313 GRO	4A	2S-B-C-H	25X100	25	\$598.49	16519
12901	12		CRUZ, IS	311 GRO	JERSEY CI	07302	311 GRO	4A	3S-BT-F	25X100	25	\$598.49	16527
12901	13		ZANAKIS,	8 SOUTH	WALDWI	07463	305 GRO	4A	2&3S-F-C	75X100	75	\$1,795.48	593460
12902	1		WELLS R	P.O. BOX	ATLANTA	30343	95 COLU	4A	19S-RC-S	210X356	654.54	\$15,669.49	436410
12903	1		HATZIDO	36 PERCY	PARSIPP	07054	300 GRO	4A	5S-B-A-C	65.60X80	65.6	\$1,570.44	593375
12903	24		CRUZ, IS	159 W.S	SADDLE	07458	290 GRO	4A	4,3&2S-F	59.23X76	59.23	\$1,417.95	9050
12903	25		GMC FO	250 NEW	JERSEY CI	07302	294 GRO	15D	SYNOGO	59.75X80	0	\$0.00	9043
12904	1		CITY OF J	280 GRO	JERSEY CI	07302	280 GRO	15C	CITY HAL	205X410	0	\$0.00	8946
12905	15		SHENG,	275 RIVE	EAST HA	07936	287 GRO	4A	3S-B-C-2	25X70	25	\$598.49	15776
12905	16		SHAD, Y	285 GRO	JERSEY CI	07302	285 GRO	4A	3S-F-C-2	25X100	25	\$598.49	15792
12905	17		CARLASC	P.O.BOX	JERSEY CI	07303	283 GRO	4A	3S-BT-B	25X100	25	\$598.49	15800
12905	18		NISAR RE	281 GRO	JERSEY CI	07302	281 GRO	4A	5S-B-C-4	25X100	25	\$598.49	15818
12905	19		RIVER GR	P.O. BOX	MONTCL	07043	279 GRO	4A	3S-B-1C	25X100	25	\$598.49	15826
12905	20		RIVER GR	P.O. BOX	MONTCL	07043	277 GRO	4A	3S-F-1C	25X100	25	\$598.49	15834
12905	21		273 GRO	PO BOX 3	MONTCL	07043	273 GRO	4A	4S-F-2C	25X100	25	\$598.49	15842
12905	22	C00C1	RIVER GR	P.O. BOX	MONTCL	07043	275 GRO	1	6S-B-50U	25X225 I	25	\$598.49	529487
12905	22	C00C2	275-277,	P.O.BOX	MONTCL	07043	275 GRO	1	6S-B-50U	25X225 I	0	\$0.00	529495
12905	22	C00C3	275-277,	P.O.BOX	MONTCL	07043	275 GRO	1	6S-B-50U	25X225 I	0	\$0.00	529503
12906	19	C002E	LIN, HO	33 WAYN	JERSEY CI	07302	303 GRO	2	3S-B-3C	26.68X83	0	\$0.00	425520
12906	19	C002W	MODERN	112 PLEA	LONG VA	07853	303 GRO	2	3S-B-3C	26.68X83	0	\$0.00	425538
12906	19	C003E	MODERN	112 PLEA	LONG VA	07853	303 GRO	2	3S-B-3C	26.68X83	0	\$0.00	425546
12906	19	C003W	KOBLENZ	33 WAYN	JERSEY CI	07302	303 GRO	2	3S-B-3C	26.68X83	0	\$0.00	425553
12906	19	C00C1	KWARA R	303 GRO	JERSEY CI	07302	303 GRO	4A	3S-B-3C	26.68X83	12	\$287.28	425496
12906	19	C00C2	MODERN	112 PLEA	LONG VA	07853	303 GRO	4A	3S-B-3C	26.68X83	0	\$0.00	425504
12906	19	C00C3	303 GRO	303 GRO	JERSEY CI	07302	303 GRO	4A	3S-B-3C	26.68X83	13	\$311.22	425512
12906	20		STINCHC	301 GRO	JERSEY CI	07302	301 GRO	2	2S-F-D-1	24X75 IR	0	\$0.00	16105
12906	21		OROLOG	344 OGD	JERSEY CI	07307	299 GRO	4A	4S-B-C-6	25X100	25	\$598.49	16204
12906	22		295-297	165 PASS	FAIRFIEL	07004	297 GRO	4A	3S-BT-B	25X100	25	\$598.49	16212

12906	23		295-297	165 PASS	FAIRFIEL	07004	295 GRO	4A	3S-BT-B-	20X75	20	\$478.79	16022
12906	24		MIRZA,	145 GAR	JERSEY CI	07306	293.5 GR	4A	3S-B-C-2	20X75	20	\$478.79	16030
12906	25		CAREVEL,	286 FIRS	JERSEY CI	07302	293 GRO	4A	3S-B-C-2	20X75	20	\$478.79	16048
12906	26		CRUZ, IS	311 GRO	JERSEY CI	07302	291 GRO	4A	3S-F-C-1	20X75	20	\$478.79	16055
12906	27		R HOLDI	289 GRO	JERSEY CI	07305	289 GRO	4A	2S-B-C-2	20X75	20	\$478.79	16063
13001	1		116 NEW	30 MONT	JERSEY CI	07302	116 NEW	4A	3S-B-C-H	81.25X92	220.65	\$5,282.29	9423
13001	2	C000B	GROVE P	205 MAI	CHATHA	07928	100 COL	4A	29S-458	300.92X2	835.85	\$20,010.00	563080
13001	2	C000C	GROVE P	205 MAI	CHATHA	07928	100 COL	4A	COMME	300.92X2	23.72	\$567.85	563098
13001	2	C0201	ZHANG, J	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605630
13001	2	C0203	ZHANG, L	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605640
13001	2	C0204	MARCUS,	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605645
13001	2	C0205	MISRA, A	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605650
13001	2	C0206	ALILE, ES	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605655
13001	2	C0301	READ, JA	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605660
13001	2	C0302	CHANG,	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605665
13001	2	C0303	WANG, X	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605670
13001	2	C0304	ZHANG,	102 C.CO	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605675
13001	2	C0305	GU, JIAJU	55 WEST	NEW YO	10010	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605680
13001	2	C0306	YANG, CY	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605685
13001	2	C0307	MOLINA	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605690
13001	2	C0401	YANG, P	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605695
13001	2	C0402	KIM, SOO	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605700
13001	2	C0403	MAN, HO	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605705
13001	2	C0404	WEST, W	4 PARK A	NEW YO	10016	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605710
13001	2	C0405	GURJAR,	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605715
13001	2	C0406	SHANKA	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605720
13001	2	C0407	EDKE, YO	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605725
13001	2	C0501	KOO, MY	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605730
13001	2	C0502	VUMMID	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605735
13001	2	C0503	CHOI, JU	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605740
13001	2	C0504	SAPLE, A	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605745
13001	2	C0505	LY, PERT	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605750
13001	2	C0506	AWE, TIN	3303 BEA	SILVERSP	20906	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605755
13001	2	C0507	LIANG, LI	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605760
13001	2	C0601	ARORA, S	75 GLOU	LONDON	00000	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605765
13001	2	C0602	ANG, ALB	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605770
13001	2	C0603	NG, CHI	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605775

13001	2	C0604	ROBERTS	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605780
13001	2	C0607	YOON, Y	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605785
13001	2	C0701	GUPTA,	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605790
13001	2	C0702	GOLDBE	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605795
13001	2	C0703	LIANG, E	11 GIAN	LIVINGST	07039	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605800
13001	2	C0704	GHAHRA	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605805
13001	2	C0708	NG, KAU	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605810
13001	2	C0709	LEBRIS, N	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605815
13001	2	C0710	PO, HSIA	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605820
13001	2	C0801	GROVE P	46 GERA	ENGLEW	07632	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605825
13001	2	C0802	CHEN, JE	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605830
13001	2	C0803	KIM, RAF	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605835
13001	2	C0804	JABALLA	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605840
13001	2	C0808	CHIU, VI	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605845
13001	2	C0809	RAMACH	20 NEWP	JERSEY CI	07310	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605850
13001	2	C0810	BARRETT	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605855
13001	2	C0901	CHOWD	60 RIVER	NEW YO	10069	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605860
13001	2	C0902	CHEN, PA	26 VAND	LIVINGST	07039	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605865
13001	2	C0903	PAK, EUN	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605870
13001	2	C0904	MITTAL,	102 C.CO	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605875
13001	2	C0908	KWAN,	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605880
13001	2	C0909	CHO, LO	103 GRE	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605885
13001	2	C0910	LIM, KWA	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	605890
13001	2	C1001	BOKHOU	1020 PR	PITTSBU	15212	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609335
13001	2	C1002	LEE, HYO	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609340
13001	2	C1003	CHIEN, C	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609345
13001	2	C1004	KANEMA	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609350
13001	2	C1008	LEE, DAVI	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609355
13001	2	C1009	FAN, CHE	1 KEHOE	WEST WI	08550	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609360
13001	2	C1010	BARRETT	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609365
13001	2	C1101	FEDERAL	P.O. BOX	DALLAS,	75265	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609370
13001	2	C1102	BRAMLE	344 GRO	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609375
13001	2	C1103	RATHI, V	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609380
13001	2	C1104	TRASAN	102 COL	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609385
13001	2	C1108	YUMURT	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609390
13001	2	C1109	SUPER, Y	102 C. C	JERSEY CI	07302	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609395
13001	2	C1110	HYUN, B	149 W P	ENGLEW	07631	102 COL	1	5&11S-6	300.92X2	0	\$0.00	609400

13004	1	CITY OF J	280 GRO	JERSEY CI	07302	324 GRO	15C	PATH ST	197.06X8	0	\$0.00	570315
										10025.22	\$240,000.51	

**PROPOSED HISTORIC DOWNTOWN SID EXPANSION**  
**9/9/201**

Block	Lot	Unit #	Owner	Address	City-St	Zip	Property	Class	Bldg Des	Lot Descr	FF	Bill Amt	Account No
9902	1		PATEL, S	310 NEW	JERSEY CI	07302	306-310	4A	1S-CB-C-	69.20X64	69.2	\$1,656.63	43729
9902	25.01		292-294	50 WASH	HOBOKE	07030	340 THIR	4A	5S-B-RC-	234.44X1	110.09	\$2,635.52	653310
9902	27		WISH, GL	338 THIR	JERSEY CI	07302	338 THIR	4A	4S-B-1C-	25X62	25	\$598.49	394304
9902	31		AGENTS	216 WAL	NUTLEY,	07110	296 NEW	4A	2S-F&B-C	25X81 A	25	\$598.49	43786
9902	32		DISCOVE	298 NEW	JERSEY CI	07302	298 NEW	4A	3S-B-F-C-	25X71 A	25	\$598.49	43778
9902	33		ENNOBL	279 4TH	JERSEY CI	07302	300 NEW	4A	3S-F-C-2	25X61 A	25	\$598.49	43760
9902	34		GT CAPIT	302 NEW	JERSEY CI	07302	302 NEW	4A	3S-B-C-1	25X50.9 I	25	\$598.49	43752
9902	35		MURRAY	304 NEW	JERSEY CI	07302	304 NEW	4A	3S-F-C-1	25X38 A	25	\$598.49	43737
11003	2		BERBICE	469 GAR	JERSEY CI	07305	301 NEW	4A	3S-F-C-2	25X37 A	25	\$598.49	44107
11003	3		BLUESTO	737 MILL	RIVER ED	07661	295 NEW	4A	3S-B-C	79.7X63.	79.7	\$1,907.99	44073
11003	4	C0002	MANYA	354 THIR	JERSEY CI	07302	354 THIR	2	3S-FB-2C	25X42 IR	0	\$0.00	552737
11003	4	C0003	MAK, MA	354 THIR	JERSEY CI	07302	354 THIR	2	3S-F&B-5	25X42 IR	0	\$0.00	552745
11003	4	C0004	BRINGLE,	354 THIR	JERSEY CI	07302	354 THIR	2	3S-F&B-5	25X42 IR	0	\$0.00	552752
11003	4	C001A	LIBERTY	2 SECON	JERSEY CI	07302	354 THIR	4A	3S-F&B-5	25X42 IR	25	\$598.49	552711
11003	4	C001B	LIBERTY	2 SECON	JERSEY CI	07302	134 BRU	4A	3S-FB-2C	25X42 IR	25	\$598.49	552729
11004	1		BDP CAPI	276 NEW	JERSEY CI	07302	357 THIR	4A	4S-B&F-C	25.28X55	25.28	\$605.20	43497
11004	2		ROSARIO	355 THIR	JERSEY CI	07302	355 THIR	2	3S-B&F-2	25X80	0	\$0.00	43513
11004	3		ROSARIO	146 BOY	JERSEY CI	07304	353 THIR	4A	3S-F-C-2	25X80	25	\$598.49	43521
11004	4		THIRD ST	709 CED	TEANECK	07666	351 THIR	4A	3S-F-C-2	25X100	25	\$598.49	43539
11004	5	C0001	BALDWI	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652940
11004	5	C000C	ARIA CO	276 NEW	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652935
11004	5	C002A	YILANOL	77 HUDS	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652945
11004	5	C002B	LODGE,	77 HUDS	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652950
11004	5	C002C	O'CONN	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652955
11004	5	C002D	DESAI, M	26 CARO	BELLE M	08502	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652960
11004	5	C003A	PAREKH,	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652965
11004	5	C003B	YAN, WEI	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652970
11004	5	C003C	DENIGRIS	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652975
11004	5	C003D	VILA, DA	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652980



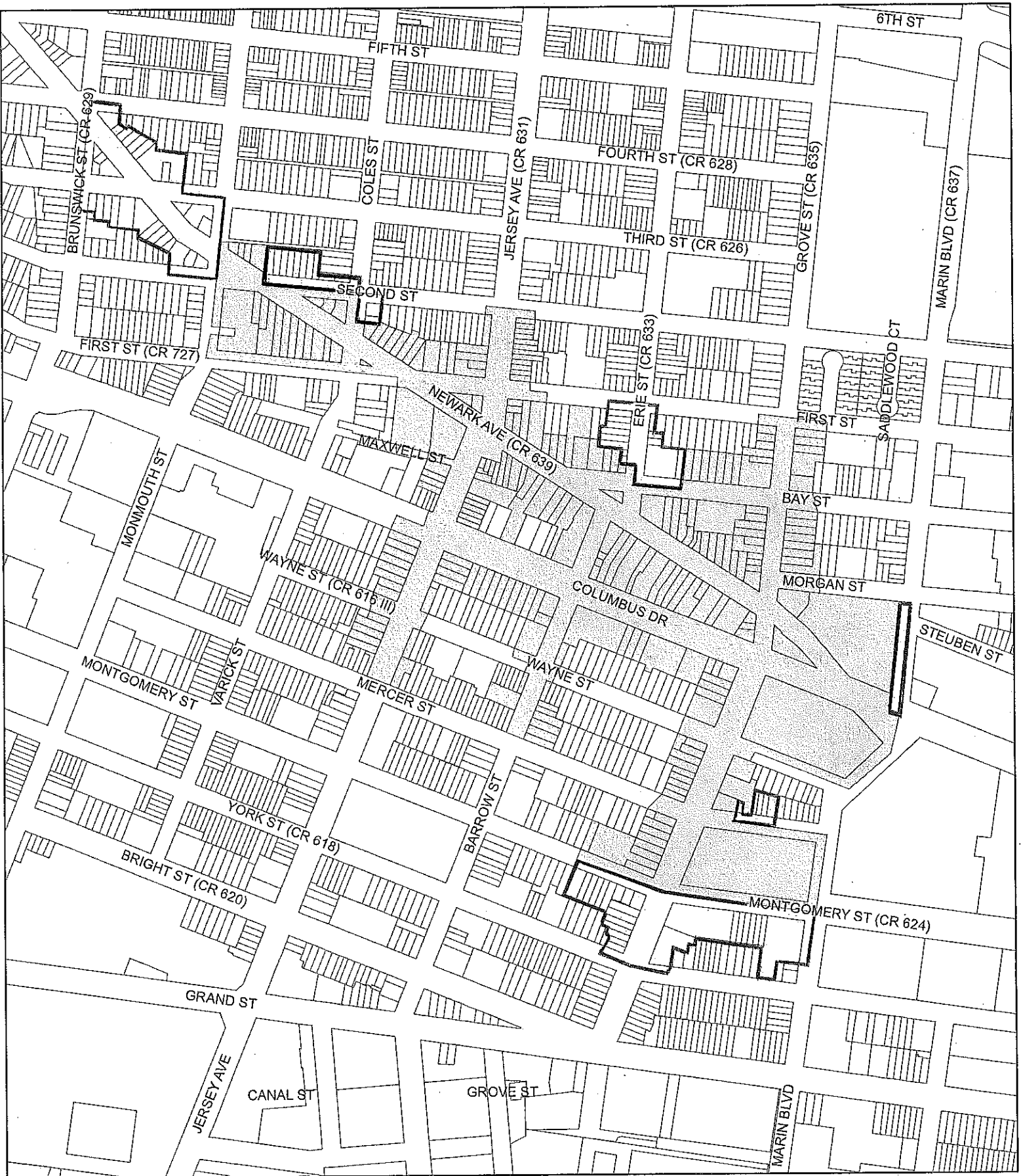
11004	5	C004A	ZHOU, ZE	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652985
11004	5	C004B	KARCZ, C	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652990
11004	5	C004C	NETO, A	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	652995
11004	5	C004D	BAZARG	349 THIR	JERSEY CI	07302	347 THIR	2	4S-B-C1-	50X100	0	\$0.00	653000
11004	6		MAREZ R	285 NEW	JERSEY CI	07302	285 NEW	4A	1S-B-C-H	86.62X80	86.62	\$2,073.66	43604
11004	7		CRUZ, IS	159 W.S	SADDLE	07458	283 NEW	4A	4S-B-C-6	25X80.83	25	\$598.49	43612
11004	8		ELIOPOU	483 JERS	JERSEY CI	07302	281 NEW	4A	4S-F-C-6	25X62.50	25	\$598.49	43620
11004	9		ELIOPOU	483 JERS	JERSEY CI	07302	279 NEW	4A	3S-F-C-2	25X50.75	25	\$598.49	43638
11004	10		LEE, WEI	277 NEW	JERSEY CI	07302	277 NEW	4A	4S-F-C-3	15.1X50.	15.1	\$361.49	43646
11004	11	C0001	BENITEZ,	273 NEW	JERSEY CI	07302	273 NEW	4A	3S-2C-7U	49.97X85	49.97	\$1,196.27	597040
11004	11	C0002	JC VILLA	276 NEW	JERSEY CI	07302	275 NEW	4A	3S-2C-7U	49.97X85	49.97	\$1,196.27	597045
11004	11	C0003	MALVASI	273 NEW	JERSEY CI	07302	273 NEW	2	3S-2C-7U	49.97X85	49.97	\$1,196.27	597050
11004	11	C0004	DUPOUX,	275 NEW	JERSEY CI	07302	275 NEW	2	3S-2C-7U	49.97X85	0	\$0.00	597055
11004	11	C0005	LIBERTI,	275 NEW	JERSEY CI	07302	275 NEW	2	3S-2C-7U	49.97X85	0	\$0.00	597060
11004	11	C0006	GABRIEL	364 SECO	JERSEY CI	07302	364 SECO	2	3S-2C-7U	49.97X85	0	\$0.00	597065
11004	11	C0007	273-275	P.O. BOX	NEW YO	10156	364 SECO	2	3S-2C-7U	49.97X85	0	\$0.00	597070
11004	11	C0008	273-275	P.O. BOX	NEW YO	10156	366 SECO	2	3S-2C-7U	49.97X85	0	\$0.00	597075
11004	11	C0009	KELLEHE	366 SECO	JERSEY CI	07302	366 SECO	2	3S-2C-7U	49.97X85	0	\$0.00	597080
11004	12	C0001	271 NEW	1323 STU	UNION,	07083	271 NEW	4A	3S-1C-1U	25X53X2	25	\$598.49	653685
11004	12	C0002	DICKSON	271 NEW	JERSEY CI	07302	271 NEW	2	3S-1C-1U	25X53X2	0	\$0.00	653690
11004	13		NGUYEN,	269 NEW	JERSEY CI	07302	269 NEW	4A	1S-B-C	41.4X25.	41.4	\$991.10	43372
11010	1.01		280 NEW	26 WEST	VERONA,	07044	282 NEW	4A	3S-B-C-O	61.41X68	61.41	\$1,470.14	652610
11010	3	C00C1	COMME	276 NEW	JERSEY CI	07302	333 THIR	4A	5S-B-2C-	67.95X49	67.95	\$1,626.70	647070
11010	3	C00C2	HAFDI, N	49 COLES	JERSEY CI	07302	333 THIR	4A	5S-B-2C-	67.95X49	67.95	\$1,626.70	647075
11010	3	C00P1	JAIN,RAJ	333 THIR	JERSEY CI	07302	333 THIR	1	PARKING	67.95X49	0	\$0.00	647150
11010	3	C00P2	SOMARA	333 THIR	JERSEY CI	07302	333 THIR	1	PARKING	67.95X49	0	\$0.00	647155
11010	3	C00P3	LI, YI	333 THIR	JERSEY CI	07302	333 THIR	1	PARKING	67.95X49	0	\$0.00	647160
11010	3	C00P4	PANOZZ	333 THIR	JERSEY CI	07302	333 THIR	1	PARKING	67.95X49	0	\$0.00	647165
11010	3	C00P5	RODRIGU	970 VILL	ALLEN, T	75013	333 THIR	1	PARKING	67.95X49	0	\$0.00	647170
11010	3	C00P6	LIU, WILL	333 THIR	JERSEY CI	07302	333 THIR	1	PARKING	67.95X49	0	\$0.00	647175
11010	3	C0201	IVANOVI	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647080
11010	3	C0202	LIU, WILL	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647085
11010	3	C0203	PERPICH,	33 HUDS	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647090
11010	3	C0204	PAPA, AL	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647095
11010	3	C0301	WONG, A	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647100
11010	3	C0302	MENSHC	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647105
11010	3	C0303	VYAS, HA	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647110

11010	3	C0304	RODIRGU	970 VILL	ALLEN, T	75013	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647115
11010	3	C0401	LI, YI	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647120
11010	3	C0402	SOMARA	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647125
11010	3	C0403	MCTIGHE	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647130
11010	3	C0501	JAIN, RAJ	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647135
11010	3	C0502	KAUSHIK,	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647140
11010	3	C0503	PANOZZ	333 THIR	JERSEY CI	07302	333 THIR	2	5S-B-2C-	67.95X49	0	\$0.00	647145
11010	4		NEXT HO	220 DAVI	SOMERS	08873	270-2 NE	4A	3S-B-C-4	50X52 IR	50	\$1,196.98	43653
11107	1		SABATO,	1360 CLI	CLIFTON,	07012	264 NEW	4A	4S-B-2C-	38.19X44	38.19	\$914.26	37184
11107	2		ALBINO,	262 NEW	JERSEY CI	07302	262 NEW	4A	4S-B-C-3	21.56X54	21.56	\$516.14	37192
11107	3		BONAPA	493 JERS	JERSEY CI	07302	260 NEW	4A	4S-B-C-3	24.36X65	24.36	\$583.17	37200
11107	4		ZAMPELL	254 NEW	JERSEY CI	07302	254 NEW	4A	3S-F-C-3	58X90X5	58	\$1,388.50	588430
11107	5		ESTRADA	346 SECO	JERSEY CI	07302	346 SECO	4A	3S-F-C-2	26.14X95	26.14	\$625.78	37119
11107	6		SOLLECIT	220 DOD	WEEHA	07086	344 SECO	2	4S-B-4U-	21.2X95	0	\$0.00	37101
11107	7		LOPEZ, J	342 SECO	JERSEY CI	07302	342 SECO	4A	4S-B-C-3	21X95	21	\$502.73	37093
11107	8		RIZVI, GH	340 SECO	JERSEY CI	07302	340 SECO	4A	4S-B-C-3	21X95	21	\$502.73	37085
11107	9		COLON,	338 2ND.	JERSEY CI	07302	338 SECO	4A	4S-B-C-3	20.95X95	20.95	\$501.54	37077
11107	10		PHOENIX	250 SIXT	JERSEY CI	07302	336 SECO	4A	4S-BT-3U	21.55X95	21.55	\$515.90	515080
11107	11		PHOENIX	250 6TH	JERSEY CI	07302	334 SECO	4A	4S-BT-3U	21X95	21	\$502.73	37069
11107	12		RAMOS E	321 MYE	HASBRO	07604	332 SECO	4A	4S-B-C-3	21.8X95	21.8	\$521.89	37051
11107	16		37 COLES	37 COLES	JERSEY CI	07302	37 COLES	4A	3S-F-C-2	25.1X49.	25.1	\$600.89	37242
11107	17		FREMAN	1000 PLA	JERSEY CI	07311	330 SECO	2	4S-BT-F-	50.25X25	0	\$0.00	37259
11113	2		DAO, HA	32 COLES	JERSEY CI	07302	32 COLES	4A	3S-F-C-2	22.35X50	0	\$0.00	432377
11113	3		FIRST LA	336 FOU	JERSEY CI	07302	34 COLES	4A	3S-B-C-6	43.3X50	43.3	\$1,036.59	590360
11113	20		MALONE	287 SECO	JERSEY CI	07302	287 SECO	2	2S-BT-B-	22X100	0	\$0.00	405183
11401	16		SEXTON,	21 ERIE S	JERSEY CI	07302	21 ERIE S	2	3S-BT-B-	20X82	0	\$0.00	23648
11401	17		LUBAWY,	19 ERIE S	JERSEY CI	07302	19 ERIE S	2	3S-BT-B-	20X82	0	\$0.00	23630
11401	18		THOMAS	2203 EA	SANDUS	44870	17.5 ERIE	2	3S-BT-B-	20X82	0	\$0.00	23622
11401	19		JARQUIN	17 ERIE S	JERSEY CI	07302	17 ERIE S	4A	3S-BT-B-	20X100	0	\$0.00	23614
11401	20		ERIE VJC,	716 JOH	SECAUCU	07094	15 ERIE S	2	4S-B-D-4	20X100	0	\$0.00	23606
11401	21		PERLMA	1736 MA	LOS ANG	90049	13 ERIE S	2	3S-BT-B-	25X101	0	\$0.00	23598
11401	22		LEON, FE	1100 BIS	MIAMI, F	33132	11 ERIE S	4A	3S-B-O-H	19.85X25	0	\$0.00	23580
11401	23		BAISA, R	9 ERIE ST	JERSEY CI	07302	9 ERIE ST	4A	3S-B-C-2	19.85X25	0	\$0.00	23572
11403	1		BERRIOS,	20 ERIE S	JERSEY CI	07302	237 FIRS	4A	4S-B-C-3	21.66X58	0	\$0.00	17285
11403	30		CHANDR	19 SCOTL	ELIZABET	07208	16 ERIE S	4A	4S-B-C-3	21X50	0	\$0.00	17269
11403	31		18 ERIE S	207 YOR	JERSEY CI	07302	18 ERIE S	4A	4S-B-C-3	21X50	0	\$0.00	17277
12903	19	C0001	DARSNEY	14 MERC	JERSEY CI	07302	14 MERC	2	3S-BT-3U	34X71 IR	0	\$0.00	637665

12903	19	C0002	SAVOV, P	14 MERC	JERSEY CI	07302	14 MERC	2	3S-BT-3U	34X71 IR	0	\$0.00	637670
12903	19	C0003	ZHANG,	14 MERC	JERSEY CI	07302	14 MERC	2	3S-BT-3U	34X71 IR	0	\$0.00	637675
12903	20		MARTINE	21 DIAZ S	ISELIN, N	08830	16 MERC	2	3S-B-D-2	16.67X73	0	\$0.00	9092
12903	21		REDDY, R	42 PLEAS	HAWORT	07641	18 MERC	2	3S-B-D-3	16.67X75	0	\$0.00	9084
12903	22		PADUA, F	18.5 MER	JERSEY CI	07302	18.5 MER	2	3S-B-D-2	16.67X77	0	\$0.00	9076
12905	14		CHICONE	224 NEW	JERSEY CI	07302	37 MERC	2	4S-B-D-4	30X25	0	\$0.00	15784
14101	10	C0001	MITCHEL	229 MO	JERSEY CI	07302	229 MO	2	3S-BF-6U	45X100	0	\$0.00	571725
14101	10	C0002	MONTG	516 MO	HOBOKE	07030	229 MO	2	3S-BF-6U	45X100	0	\$0.00	571730
14101	10	C0003	WOLF, N	229 MO	JERSEY CI	07302	229 MO	2	3S-BF-6U	45X100	0	\$0.00	571735
14101	10	C0004	ABDELHA	229 MO	JERSEY CI	07302	229 MO	2	3S-BF-6U	45X100	0	\$0.00	571740
14101	10	C0005	WIGGU	229-231	JERSEY CI	07302	229 MO	2	3S-BF-6U	45X100	0	\$0.00	571745
14101	10	C0006	FUSCO, P	231 MO	JERSEY CI	07302	231 MO	2	3S-BF-6U	45X100	0	\$0.00	571750
14101	11		COBLEST	227 MO	JERSEY CI	07305	227 MO	2	3S-B-D-2	20X100	0	\$0.00	15081
14101	12		ROSENST	225 MO	JERSEY CI	07302	225 MO	2	3S-B-D-2	20X100	0	\$0.00	15099
14101	13		LUCIANO	223 MO	JERSEY CI	07302	223 MO	2	3S-BT-B-	20X100	0	\$0.00	15107
14101	14		MAK, ILE	243 GRO	JERSEY CI	07302	221 MO	2	3S-BT-B-	20X100	0	\$0.00	497248
14101	15		ALPHA T	219 MO	JERSEY CI	07302	219 MO	4A	4S-B-3C-	25X100	25	\$598.49	15362
14101	17		KANZE, J	215 MO	JERSEY CI	07302	215 MO	2	3S-BT-B-	30.06X50	0	\$0.00	15131
14101	18		CRUZ, IS	159 W.S	SADDLE	07458	213 MO	4A	4S-B-C-6	37.78X52	37.78	\$904.44	15149
14101	19	C0000	PUZE YA	102 C. C	JERSEY CI	07302	267 GRO	4A	4S-B-D-9	25.23X10	25.23	\$604.00	406116
14101	19	C001F	BERMAN	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406124
14101	19	C001R	VAN BUS	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406132
14101	19	C002F	TIMENO	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406140
14101	19	C002R	CONTE,	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406157
14101	19	C003F	WALDEN,	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406165
14101	19	C003R	LEE, ALEX	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406173
14101	19	C004F	LA PASTA	267 GRO	JERSEY CI	07302	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406181
14101	19	C004R	HARVEY,	267 GRO	JERSEY CI	07310	267 GRO	2	4S-B-D-9	25.23X10	0	\$0.00	406199
14101	20		CIOLKO,	98 LAWR	RANDOL	07860	265 GRO	4A	4S-B-D-C-	22.27X10	22.27	\$533.14	15024
14101	21		SONG, P	105 CLAR	PRINCET	08540	263 GRO	2	3S-BT-B-	20.08X10	0	\$0.00	15156
14101	22	C0001	FRY, JULI	380 PACI	BROOKLY	11217	261 GRO	2	3S-B-D-4	20.08X10	0	\$0.00	529974
14101	22	C0002	GONZAL	261 GRO	JERSEY CI	07302	261 GRO	2	3S-B-D-4	20.08X10	0	\$0.00	530030
14101	22	C0003	ETKINE,	261 GRO	JERSEY CI	07302	261 GRO	2	3S-B-D-4	20.08X10	0	\$0.00	530048
14101	22	C0004	ROTH, A	261 GRO	JERSEY CI	07302	261 GRO	2	3S-B-D-4	20.08X10	0	\$0.00	530055
14101	23	C0001	VAKEEL,	259 GRO	JERSEY CI	07302	259 GRO	2	3S-BT-3U	21.75X72	0	\$0.00	652860
14101	23	C0002	LAYUGA	259 GRO	JERSEY CI	07302	259 GRO	2	3S-BT-3U	21.75X72	0	\$0.00	652865
14101	23	C0003	SU, YUA	259 GRO	JERSEY CI	07302	259 GRO	2	3S-BT-3U	21.75X72	0	\$0.00	652870

14101	24		GHOUSIA	250 NEW	JERSEY CI	07302	257 GRO	2	3S-BT-B-	18.08X60	0	\$0.00	15180
14101	25		ABEBE, S	234 YOR	JERSEY CI	07302	255 GRO	4A	2-2S-F-2	20X60	20	\$478.79	15198
14102	1.01		272 GRO	279 GRO	JERSEY CI	07302	272 GRO	4A	7S-BC-C-	206.13X1	390.55	\$9,349.65	653705
14102	2		MEISE, B	193 MO	JERSEY CI	07302	193 MO	4A	4S-B-1C-	18.20X10	18.2	\$435.70	8763
14102	3		MEISE, B	193 MO	JERSEY CI	07302	191 MO	4A	4S-B-1C-	17.90X10	17.9	\$428.52	8748
14102	5		PLESKUN	110 POPL	JERSEY CI	07307	187 MO	2	4S-B-D-4	17.70X10	0	\$0.00	8706
14102	6		PANDOL	19 CAMB	JERSEY CI	07307	185 MO	2	4S-B-D-4	18X100	0	\$0.00	8680
14102	8	C0001	HERSKOV	189 MO	JERSEY CI	07302	189 MO	2	4S-B-D-4	17.90X10	0	\$0.00	408278
14102	8	C0002	HERSKOV	189 MO	JERSEY CI	07302	189 MO	2	4S-B-D-4	17.90X10	0	\$0.00	408286
14102	8	C0003	FERDINA	189 MO	JERSEY CI	07302	189 MO	2	4S-B-D-4	17.90X10	0	\$0.00	408294
14102	8	C0004	POWER-	189 MO	JERSEY CI	07302	189 MO	2	4S-B-D-4	17.90X10	0	\$0.00	408302
14102	9		VANTAG	183 MO	JERSEY CI	07302	183 MO	4A	4S-B-C1-	17.80X10	17.8	\$426.13	654065
14102	12		CITY OF J	280 GRO	JERSEY CI	07302	179 MO	15C	PAVED P	118.5X20	0	\$0.00	637725
											2138.29	\$51,189.98	

# EXHIBIT A



**PROPOSED EXPANSION OF  
THE HISTORIC DOWNTOWN SID  
APRIL 27, 2015**



CITY OF JERSEY CITY  
DIVISION OF CITY PLANNING

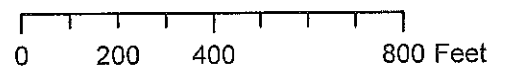
MAP NO.: 611

**HDSID Status**

- Existing Boundary
- Proposed Additions



1 inch = 400 feet



MEMORANDUM

To: Jeremy Farrell, Corporation Counsel  
From: Ward E Councilperson Candice Osborne  
Re: Expanding the Boundaries of the HDSID  
Date: October 26, 2015

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2015 NOV 17 A 11:57

I am requesting that an ordinance be prepared to expand the boundaries of the Historic Downtown Special Improvement District. So that the SID may meet their budget deadline, we will want this to be on the November Council agenda.

The expansion zones are as follows;

**Newark Ave. from Monmouth St. to Brunswick St. and Third St.**

**Coles St. and Second St.**

**Erie St, from Bay St. to First St.**

**Marin Blvd from Christopher Columbus Drive to Morgan St.**

**Grove St. to York St. Montgomery St. and Mercer St.**

Within the above-mentioned streets, there are 64 existing commercial properties and 11 future commercial entities; 13 Dining, 17 Retail, 3 Real Estate, 5 Food Marts, 2 Health and Fitness, 11 Services, 12 Hair and Spa, 1 Financial.

Attached is a tax map of these business by street, block and lot, as well as a tax map of existing SID business.

### **HDSID Budget and Fees.**

A HDSID assessment is a fee that each property owner pays to support the operations of the HDSID. The sum of all the individual assessments comprises the total yearly assessment of the HDSID, and underwrites most, if not all, annual operating expenses.

**\*\*\*\* How this Fee is assessed: The rate, based on the current budget on the existing SID, is at \$23.9395 per linear front foot. The formula is total amount to be raised via SID assessment, divided by the total linear footage.**

Based on calculations from the Tax Collector's Office, using the above-referenced formula, the expansion will bring in over \$51,000 in additional income to the HDSID Budget.

The existing SID member fees will remain unchanged.

The SID expansion has been a joint request of current and prospective SID members. We will forward to you the written request from the SID.

A one-page notice will be mailed out from the Office of The City Clerk and served to all prospective SID members.

Please let me know what other information I can provide so we can push this forward.

Thank you.



Candice Osborne.

Ward E Councilperson



To Council Members:

On behalf of current and prospective members of the Historic Downtown Special Improvement District (HDSID), I am requesting an expansion of the HDSID that would include the following zones:

**Newark Ave. from Monmouth St. to Brunswick St. and Third St.**

**Coles St. and Second St.**

**Erie St, from Bay St. to First St.**

**Marin Blvd from Christopher Columbus Drive to Morgan St.**

**Grove St. to York St. Montgomery St. and Mercer St.**

Within the above-mentioned streets, there are 64 existing commercial properties and 11 future commercial entities; 13 Dining, 17 Retail, 3 Real Estate, 5 Food Marts, 2 Health and Fitness, 11 Services, 12 Hair and Spa, 1 Financial.

These businesses will be subject to an assessment fee that each property owner pays to support the operations of the HDSID. The sum of all the individual assessments comprises the total yearly assessment of the HDSID, and underwrites most, if not all, annual operating expenses.

\*\*\*\* How this Fee is assessed: The rate, based on the current budget on the existing SID, is at \$23.9395 per linear front foot. The formula is total amount to be raised via SID assessment, divided by the total linear footage.

Based on calculations Councilwoman Candice Osborne received from the Tax Collector's Office, using the above-referenced formula, the expansion will bring in over \$51,000 in additional income to the HDSID Budget.

The existing SID member fees will remain unchanged.

As you know, the HDSID is a public-private partnership through which property owners and business owners have a direct impact on Historic Downtown Jersey City neighborhoods and in promoting the businesses and services offered.

Expanding the HDSID offers an increase in the following benefits to business owners and residents alike:

- ☒ A clean team which keeps area in front of the storefronts clean 7 days a week
- ☒ advertising/promotion by the district
- ☒ free ability to participate in farmers markets
- ☒ free ability to participate in the yearly All About Downtown Festival (30,000 residents visit)
- ☒ Holiday lights

- ☒ A cleaner, safer and more attractive business district
- ☒ A steady and reliable source of funding for supplemental services and programs
- ☒ A district that is better able to compete with nearby retail and business centers
- ☒ The potential to increase property values, improve sales and decrease commercial vacancy rates

Please let us know what other information the HDSID can provide to facilitate this expansion.

A unanimous vote to put forth this proposal was passed by the HDSID Board of Trustees on November 17<sup>th</sup>, 2015.

Thank you.

A handwritten signature in black ink, appearing to read 'Steven Kalcanides', written over a horizontal line.

Steven Kalcanides

President